

REQUEST FOR QUOTES

The Commissioners' Court of Jackson County, Texas is accepting quotes for the following:

Jackson County Courthouse Heating and Ventilation and Air Conditioning (HVAC) Zone
Equipment Retrofit and Programmable Thermostat Installation

Quotes may be submitted to the County Auditor's Office, 115 W Main, Room 209B, Edna, Texas 77957, e-mailed to auditor@co.jackson.tx.us or faxed to 361-782-0856 before 2:00 pm, Friday, March 18, 2011. The quotes will be presented to Commissioners' Court at a regular session of the Court on March 28, 2011.

The project is being financed by a State Energy Conservation Office (SECO) Energy Efficiency and Conservation Block Grant (EECBG) and is thus subject to certain provisions. EECBG subcontractors are subject to: (1) Buy American provision, (2) the Davis Bacon Act and (3) compliance with state and federal law. If awarded the contract, several forms are required to be signed certifying compliance and weekly payroll of employees working on the project must be submitted. Required insurance and forms attached for review. If you are an individual with no employees and are unable to obtain workers compensation insurance, the Court may consider alternate contract provision.

Please contact Bruce Airhart, Maintenance at 361.782.1830, with any questions or to schedule a walk-through.

QUOTE			
DATE:			
COMPANY:		CONTACT PERSON:	
ADDRESS:		CONTACT NO.	
CITY, STATE, ZIP:		E-MAIL ADDRESS	
PROJECT: Provide all materials and labor to convert existing zone system to an EWC zone system to enable actual changes in heating and air conditioning use and temperature within each office resulting in true occupancy based settings and controls.			
Estimated Materials:			
1	EWC BM Plus 6000		
3	EWC BM Plus 5000		
2	EWC BM 3000		
29	MRK Zone Motors		
26	Digital Programmable Thermostats		
6	Transformers		
5	PS 4 By-pass Kits		
	Total Materials		\$
Labor (per grant hours must be broken down)	# Hours	Rate	\$
TOTAL BID			\$
Total Number Days to Complete			
Authorized Signature		Title	

If different materials and/or quantities of materials are bid, please note above.

A. Workers' Compensation Insurance

Contractors Insurance – The Contractor, *before starting work on the Project*, must furnish to the Owner, Certificates of Insurance or other evidence from a reputable insurance company or companies (such companies to be acceptable to the Owner) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:

1. **WORKERS' COMPENSATION INSURANCE:** The Contractor shall maintain, during the life of this contract, Workers' Compensation Insurance on employees to be engaged in work on the project under this contract, and for all sub-contractors. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's general liability insurance for the protection of such of his employees not so protected.

a. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by Jackson County.

Persons providing services on the project ("subcontractor" in Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, with limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.

Service does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and deliveries of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.0144(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the County of Jackson prior to being awarded the contract.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the County of Jackson showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the County of Jackson:
 - 1) A certificate of coverage, prior to that person beginning work on the project, so the County of Jackson will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) No later than seven (7) days after receipt of the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the County of Jackson in writing by certified mail or personal delivery within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverages.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 402.011(44) for all its employees providing services on the project, for the duration of the project;
 - 2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - 3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) Obtain from each other person with whom it contracts, and provide to the Contractor:

- a) A certificate of coverage, prior to the other person beginning work on the project; and
 - b) A new certificate of coverage showing extension of coverage prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6) Notify Jackson County in writing by certified mail or personal delivery within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7) Perform as required by paragraphs (1) – (7), with the certificates of coverage to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County of Jackson that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the County of Jackson to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County of Jackson.

B. Comprehensive General Liability Insurance

Amounts – Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

Or

Commercial General Liability Insurance

Amount	\$600,000 combined single limit
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C. Comprehensive Automobile Liability Insurance or Texas Business Auto Policy

Amounts – Bodily Injury	\$250,000 each person
	\$500,000 each occurrence
Amounts – Property Damage	\$100,000 each occurrence

This insurance shall be kept in force until the termination of the contract. If for any reason insurance coverage is not kept in force, all deliveries will be stopped until an acceptable Certificate Insurance is provided to the County of Jackson. The County shall be covered as an additional insured. The vendor shall be responsible for any deductions stated in the policy.



Certification of "Buy American" Procurement

Contract Number _____ Project Name _____

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I do hereby certify as to the following:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Owner's bid solicitation and the provisions of ARRA Section 1605 and OMB regulations, Code of Federal Regulations, Volume 2, Part 176, the Bidder/Vendor certifies that this bid/procurement reflects the Bidder/Vendor's best, good faith effort to identify domestic sources of Iron, Steel, and Manufactured goods for every component contained in the bid solicitation/procurement where such American-made components are available on the schedule of values and consistent with the deadlines prescribed in or required by the bid solicitation/procurement.
2. Verification of U.S. Production: The Bidder/Vendor certifies that all components contained in the bid solicitation/procurement that are American –made have been so identified, and if this bid/procurement is accepted, the Bidder/Vendor agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
3. Documentation Regarding Non-American made Iron, Steel, or Manufactured Goods: The Bidder/Vendor certifies that for any component or components that are not American-made and are so identified in this bid/procurement, the Bidder/Vendor has included in or attached to this bid/procurement one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by the U.S. Department of Energy in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components.
 - b. Verifiable documentation sufficient to the Owner, as required in the bid solicitation or otherwise, that the Bidder/Vendor has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation/procurement.
4. Information and Detailed Justification Regarding Non-American made Iron, Steel, or Manufactured Goods: The Bidder/Vendor certifies that for any such component or components that are not so available, the Bidder/Vendor has also provided in or attached to this bid/procurement information, including but not limited to the verifiable documentation



and a full description of the bidder/vendor's efforts to secure any such American-made component or components, that the Bidder/Vendor believes is sufficient to provide and as far as possible constitutes the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder/Vendor further agrees that, if this bid/procurement is accepted, it will assist the Owner in amending, supplementing, or further supporting such information as required by the Owner to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

Contractor Name (printed or typed)

Name of Authorized Official (printed or typed)

Title (printed or typed)

Signature of Authorized Official

Date

* Sub-recipients may use the following certification to be included in the bid packet and returned by prospective bidders with their bids.

** Please maintain this form on file.

Exhibit F
ARRA Subrecipient's Contractor's Affidavit

This Affidavit must be signed and sworn (notarized).

I, _____, an authorized representative of _____, a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient Subcontractor and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from a government entity [city or county] through CPA, a Texas state agency. I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another. I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Subrecipient Subcontractor Name

Affiant Signature

Full Name

Title

Date

Sworn and subscribed before me by the said

(Printed Name of Recipient's Authorized Representative)

This ___ day of _____, 20___.

Notary Public, State of Texas

Notary's printed name: _____ My commission expires: _____ (Seal)

Minimum wage that must be paid

CARPENTER.....	\$ 13.18	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27	0.00
* ELECTRICIAN.....	\$ 20.00	3.11
* LABORER: Common or General.....	\$ 12.02	0.00
<i>includes HVAC</i>		
LABORER: Landscape and Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75	0.00
OPERATOR: Bulldozer.....	\$ 12.80	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Front End Loader.....	\$ 10.54	0.00
PAINTER: Brush, Roller, and Spray.....	\$ 12.26	0.00
ROOFER.....	\$ 13.64	1.80
SHEETMETAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.24	0.35

\$ 23.11
\$ 12.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

GENERAL DECISION: TX20100224 08/13/2010 TX224

Date: August 13, 2010

General Decision Number: TX20100224 08/13/2010

Superseded General Decision Number: TX20080224

State: Texas

Construction Type: Building

County: Jackson County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	06/25/2010
2	07/02/2010
3	08/13/2010

ASBE0087-002 01/01/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 21.17	7.40

* BOIL0074-005 08/08/2010

	Rates	Fringes
Boilermaker.....	\$ 25.95	16.88

IRON0263-019 06/01/2008

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 20.90	4.60

LABO0154-017 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 14.53	3.49

PLUM0529-002 07/01/2010

	Rates	Fringes
Plumber.....	\$ 21.76	7.94

SUTX2009-045 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 19.67	0.00

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board

(formerly the
Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION