

**City of Gainesville  
Public Lands & Buildings**

**REQUEST FOR PROPOSAL**



The City of Gainesville is requesting sealed proposals for **GEORGIA MOUNTAINS CENTER (GMC) BOILER REPLACEMENT.**

**1. Sealed Proposals**

Please complete the attached "Proposal Response Form" and the Contractor's Qualification Statement and mail or submit a copy of the form to this office. All proposals must be signed and sealed, and must contain the respondent's Dun & Bradstreet DUNS (data Universal Numbering System) Number. Retain a copy for your file.

**2. Due Date and Time**

Proposals for furnishing commodities or services described above will be received and publicly opened at the City of Gainesville Purchasing Office, Room 103, Gainesville/Hall County Administration Building, on **Friday, March 2, 2012, 2:00 P.M.** Any proposals received after the above stated time will not be considered. It is the responsibility of the person/firm submitting a proposal to ensure that it is received at the physical address of the Purchasing Office prior to the stated deadline. A date/time stamp located in the Purchasing Office will determine the time of receipt. Proposals received after the deadline will not be considered under any circumstances, and will be returned unopened after the proposal award is made.

**3. Tax Exemption**

The City of Gainesville is exempt from all Federal and State tax.

**4. Clarification**

Any explanation desired by any proposer regarding the meaning or interpretation of this proposal must be requested in writing and with sufficient time allowed, but not less than five (5) working days prior to the date and time specified for the receipt of proposals, for a reply to reach proposers before the submission of their proposal. All inquiries should be directed by email or in writing to Doug Shehan, [dshehan@gainesville.org](mailto:dshehan@gainesville.org), (770-535-3075 x2; Fax: 770-535-3074). Any information given to a prospective proposer concerning this proposal will be furnished to all known prospective proposers as an amendment to this proposal, if such information is necessary to proposers in submitting proposals, or if the lack of such information would be prejudicial to uninformed proposers. Oral explanations or instructions given prior to award are not binding.

## **5. Request for Proposal not an Order**

This Request for Proposal is not to be considered as an order by the City of Gainesville. Upon acceptance of a proposal, the City will issue a purchase order to the successful vendor. The successful vendor must comply with all conditions as provided with the original Purchase Order. Award is strictly contingent upon the appropriation of necessary funds.

## **6. Award**

If a contract is awarded, it will be awarded to the most responsive and responsible proposer whose proposal conforms to the Request for Proposal.

## **7. Public Records**

Any information contained in this proposal is subject to public disclosure.

The City of Gainesville is an equal opportunity owner/employer and will not discriminate against any vendor because of race, creed, color, religion, sex, national origin, or ADA disability status.

## **8. Contractor Qualifications**

To be considered for qualification, the contractor must have at least seven years of commercial HVAC experience. The attached Contractor's "Statement of Proposaler's Qualifications" must be submitted with the proposal form. References must be submitted upon request.

## **9. Contract Documents**

- 1) The Contract
- 2) This Request for Proposal
- 3) The General Conditions
- 4) Specifications for Georgia Mountains Center Boiler Replacement (dated February 10, 2012).
- 5) Statement of Qualifications
- 6) Exhibit A – Energy Efficiency & Conservation Block Grant (EECBG) Guidelines
- 7) Exhibit B – Davis Bacon Prevailing Wages to be paid for project
- 8) Exhibit C – "Certification of Compliance with Buy American" Certificate
- 9) Exhibit D – "Final Contractor Waiver of Lien And Release" Form

## **10. Approved Vendor Requirements:**

Before the execution of the contract, the successful contractor must complete the forms (unless already approved) in Finance's Vendor Application Packet which among other forms has an affidavit verifying that the Contractor is signed up and participating in the Federal E-Verify program which validates that employees have the legal eligibility to work.

## **11. Local Vendor Preference:**

- Local Vendor means a proposer or offeror which operates and maintains a brick and mortar business, i.e. a physical business address, within the city limits of the City of Gainesville, has a current business license, has paid in full all real and personal taxes owed the City, is considered a vendor in good standing with the City and can obtain an active vendor status.
- A local vendor may receive an opportunity to match for purchases, proposals, proposal or contracts over \$20,000 and less than \$100,000. The local vendor may be given an opportunity to match the lowest price proposal, if the quotation or proposal of the local

vendor is within 3% of the lowest price proposal by a non-local vendor. In the event a local vendor matches the lowest price proposal, including all other terms, quality, services and conditions, then the local vendor shall be awarded the contract.

- In the event the price proposal of more than one local vendor is within 3% of the lowest overall price proposal of a non-local vendor, the local vendor with the lowest proposal will be given the first opportunity to match the lowest overall price proposal. If this local vendor declines to match the price proposal, then the local vendor with the next lowest proposal within 3% will be given the opportunity to match the lowest proposal. This process will continue with all local vendors having proposal within 3% of the lowest overall proposal by a non-local vendor.
- Policy to be stated. This policy shall be so stated in all applicable solicitations.
- Exemptions. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

## **12. Site Inspection:**

A site inspection is required. The site inspection shall be at the site (301 Main Street, Gainesville) at **1:00 pm on Tuesday, February 28, 2012**. Contact Doug Shehan at 770-535-3075 x2 for confirmation prior to the site visit.

## **Notice:**

All items must meet or exceed specifications as stated by the City of Gainesville. The City of Gainesville reserves the right to waive any technicalities and to reject or accept any proposal in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City of Gainesville. Award may be made by item number or in total. Determination of best response to proposal will be the sole judgment of the City of Gainesville. Proposals shall remain valid for ninety days from the date of the proposal opening.

**City of Gainesville, Georgia**  
**GEORGIA MOUNTAINS CENTER BOILER REPLACEMENT**  
**PROPOSAL RESPONSE FORM**

Notice to Vendor: Proposal will be awarded by in total. Determination of best response to proposal will be the sole judgement of the City of Gainesville. Proposal terms shall remain valid for ninety days from the date of the proposal opening.

It is the responsibility of the person/firm submitting a proposal to ensure that it is received at the physical address of the Purchasing Office prior to the stated deadline. Proposals received after the deadline will not be considered under any circumstances, and will be returned unopened after the proposal award is made. Unsealed proposals, including facsimile proposals, will not be considered.

Postal Return Address:

Courier Delivery Address:

City of Gainesville  
Purchasing Office  
P.O. Box 2496  
Gainesville, GA 30503

City of Gainesville  
Purchasing Office  
300 Henry Ward Way, Room 103  
Gainesville, GA 30501

**Proposal Response:**

**Proposed Price**

All specified work to furnish and install specified boiler, as per specifications, General Conditions and Exhibits: EECBG Guidelines, Prevailing Wages & Buy American Certificate.

Total Proposal Cost: \$ \_\_\_\_\_

Proposed Time to Completion from Notice to Proceed Date: \_\_\_\_\_ Calendar Days

Addenda Received (if any) & Acknowledged by Initialing:

Addendum #1: \_\_\_\_\_ Addendum #2: \_\_\_\_\_ Addendum #3: \_\_\_\_\_

The proposal will be evaluated based upon the criteria shown in the Specifications and the other Proposal documents.

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms and conditions.

Signed, sealed, and delivered

In the presence of:

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Company DUNS Number)

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

Title: \_\_\_\_\_

**City Of Gainesville**

**GEORGIA MOUNTAINS CENTER BOILER REPLACEMENT**

**GENERAL CONDITIONS**

**Article 1. SCOPE OF THE WORK:**

The scope of the work shall be to furnish and install one 3,500 Mbtu (input)/2,800 Mbtu (output) gas-fired boiler at the Georgia Mountains Center as per the Contract Documents.

**Article 2. PERMITS, LICENSES, AND INSURANCE:**

It shall be the responsibility of the Contractor to secure all permits and licenses, as may be required by Federal, State, or local government laws, ordinances, or rules and regulations. Proof of such licenses and permits shall be submitted to the Owner upon execution of the contract. The Contractor shall obtain a permit from the City Inspection Services Division, and shall be responsible for scheduling all required inspections, including the final inspection. The Contractor shall secure a "Certificate of Completion" for the boiler project from Inspection Services.

The Contractor shall comply with all applicable codes, including but not limited to building codes, mechanical and electrical codes and energy codes.

**A. Insurance**

(1) Owner requires the Contractor to have and maintain the following insurance coverage and indemnification provisions with the City of Gainesville named as an additional insured there under.

(2) The Contractor shall provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

Bodily Injury by Accident:	\$ 100,000 each accident \$1,000,000 per occurrence limit
Comprehensive General Liability:	\$1,000,000 per occurrence
Automobile Liability:	\$1,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for property damage
Workers' Compensation	Statutory Limits

(3) Proof of Insurance

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or

materially altered, except after thirty (30) days written notice has been received by the Owner.

**Article 3. SUBCONTRACT:**

The Contractor shall not sublet to any Subcontractor any part of the work under this contract without prior written approval of the Owner. In case any part of the work is approved by the Owner for the Contractor to sublet, the Contractor shall require his Subcontractor to secure and maintain all licenses, permits, and insurance as specified in Article 2, above. Proof of such licenses, permits, and insurance shall be submitted to the Owner prior to the execution of any work by any Subcontractor. The Contractor shall require his Subcontractor to comply with guidelines and specifications of this RFP and its exhibits, including the EECBG guidelines, Davis Bacon prevailing wages, Buy American requirements.

**Article 4. RIGHT OF THE OWNER TO TERMINATE CONTRACT:**

In the event that any of the provisions of this contract are violated by the Contractor, or by any of its Subcontractors, the Owner may serve written notice upon the Contractor of the Owner's intention to terminate the contract. Such notice shall contain the reasons for such intention to terminate the contract, and unless within five (5) working days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made. The contract shall, upon the expiration of said five (5) working days, cease and terminate if such violation is not corrected.

**Article 5. CONTRACT TIME:**

Contract work shall commence within 14 calendar days of a Notice to Proceed and shall be completed within 7 calendar days. Credit for delays due to weather shall be granted as needed.

**Article 6. CONTRACT PRICE AND PAYMENT:**

**Contract Price:** The contract price for this contract shall be a total charge and shall include the cost for all labor, materials, equipment, tools, incidental expenses, overhead and profit, for the performance of the contract.

**Contract Payment:**

No payment shall be rendered for any work completed until such time as GEFA (Georgia Environmental Finance Authority) has approved the "Certification of Compliance with Buy American" that is to be completed and signed by the manufacturer.

To be eligible for Final Payment, the Contractor shall submit to the Owner the "Certificate of Completion" and the original "Certification of Compliance with Buy American" form. The Contractor also must be cleared by GEFA as having complied with the Davis-Bacon requirements of this contract.

The Contractor shall submit to the Owner his invoice for the work (1) upon satisfactory completion of the work, (2) the Owner's receipt of the documents listed above, (3) clearance from GEFA for Davis Bacon and Buy American requirements, **and** (4) acceptance of the work by the Owner. If there is remedial punchwork to be done the Owner shall pay 90% and hold 10% as retainage if that amount is

sufficient for the work that needs to be completed. The Owner shall pay approved invoices within 21 days of receipt.

**Article 7. INDEMNIFICATION:**

The Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including claims, consultants, and attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

This indemnification and hold harmless obligation shall extend to cover any and all claims not covered by the Owner's Protective Liability Insurance.

**Article 8. CHANGES IN THE LAW:**

The contractor shall perform its services in accordance with the requirements of Federal, State and Local law. The City of Gainesville reserves the right to revise the service charge if the contractor provides information that service was due to a change in the law.

**Article 9. EECBG REQUIREMENTS:**

This project is being funded by an *Energy Efficiency and Conservation Block Grant*, which is a U.S. Department of Energy grant program administered by the Georgia Environmental Finance Authority (GEFA) using American Recovery and Reinvestment Act of 2009 (ARRA) funds. The Contractor is required to comply with the reporting procedures, Davis Bacon wage rates, "Buy American" provisions, "Final Contractor Waiver of Lien and Release" form, and all other requirements found in Exhibit A. All such costs related to Exhibit A and the other specifications found in this RFP shall be included in the proposal price.

**Article 7. Selection Criteria (plus see #11 of RFP)**

The following criteria will be used to evaluate this proposal:

Price:	75 %	
Experience:	10 %	(commercial boiler installations)
Proposed Schedule:	15 %	(from N.T.P. to completion)

**END OF GENERAL CONDITIONS**

**CITY OF GAINESVILLE**  
**BOILER REPLACEMENT AT THE GA. MT. CENTER**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

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All questions shall be answered and the data given shall be clear and comprehensive. This statement shall be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement.

Submission of a response authorizes the Owner to make inquiries concerning the respondent and its officers to any persons or firms deemed appropriate by the Owner. Any proprietary information that the Contractor does not want disclosed to the public shall be so identified on each page in which it is found. The Owner, solely for the purpose of evaluation and contract negotiations, will use data or information so identified.

1. Name of Bidder:
  
2. Permanent main office address:
  
3. When organized:
  
4. If a Corporation, where incorporated:
  
5. How many years have you been engaged in the business under your present firm or trade name?
  
6. List up to 5 similar projects completed in the last 2 years:
  
7. General description of work performed by your company:
  
8. Have you ever failed to complete any work awarded to you. If so, where and why?
  
9. Have you ever defaulted on a contract? If so, where and why?

**CITY OF GAINESVILLE  
BOILER REPLACEMENT AT THE GA. MT. CENTER  
STATEMENT OF BIDDER'S QUALIFICATIONS**

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10. Background and experience of the principal members of your organization, including officers:
11. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the local public agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Proposer:

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
(Date)

END OF SECTION

# **BOILER REPLACEMENT AT THE GAINESVILLE MOUNTAIN CENTER**

## **SPECIFICATIONS**

Revised on February 13, 2012

HEATING SYSTEM NARRATIVE

February 13, 2012

- 1) Heating for the building is currently provided by one (1) gas fired hot water boiler, rated at 3,500 Mbtu (input) 2,800 Mbtu (output) with a nameplate full load efficiency of 80%. The boiler was installed in 1978 and has exceeded its median service life. The boiler is still functional.
- 2) The single boiler will be replaced with two (2) boilers with a minimum total output of 2,730 Mbtu. The minimum boiler efficiency shall be 91% at full fire with 160 degree F entering water temperature and minimum 95% efficiency at 100 degree F entering water. Due to the typical low load conditions, when the facility is not occupied, the boilers will be sized with one (1) 1,000 Mbtu/hr input and one 2,000 Mbtu/hr.
- 3) Each boiler will be supplied with a factory or field mounted boiler circulation pump that is either powered by the boiler or controlled through a remote mounted starter such that the boiler circulation pump remains running after boiler firing to remove residual heat from the boiler heat exchanger. The time the boiler pump runs after firing stops will be adjustable via the boiler control panel.) The existing hot water circulating pump shall be replaced with one (1) circulating pump equipped with premium efficiency motor and all required valves and shut offs.
- 4) All existing hot water piping, make up water piping, and air control systems within the mechanical room, pipe insulation, natural gas piping, pumping, boiler, housekeeping pad and boiler vent stack shall be demolished and properly disposed of.
- 5) Replacement boilers shall be fully modulating type with minimum 5 to 1 turndown and shall be equal to Lochinvar Intellifin, Hydrotherm KN, RBI Fusion or Aerco Benchmark series (as long as the boiler meets the minimum efficiencies outlined above).
- 6) Each boiler will have built in efficiency optimization sequencing software (or a field mounted and wired panel supplied by the boiler manufacturer that is wired by the manufacturer's representative) that enables the operator to optimize the boiler efficiency. Minimum features shall include operator choice of First On/ Last Off, True Run time equalization via built in time clock, efficiency optimization that starts the lag boiler at the lowest practical firing rate so that the boilers operate at the optimal efficiency; Outdoor Air reset programming; Master/member firing sequencing; BMS enable circuitry; stand alone operation switch for local operation; staged firing contacts and high fire contact; four temperature sensor

inputs including boiler leaving temperature, boiler return temperature, outside air temperature and piping system Hot Water supply temperature.

- 7) The boiler display will show all temperatures and set point temperature. Each boiler will have the following safeties: Low Water Cut Off, Flow Switch, Manual High Temp Limit, Low Gas Pressure switch and comply with CSD-1 and Local Codes.) Installation shall include new mechanical room housekeeping pads (if needed), hot water piping, make up water piping with backflow prevention device, expansion tank, and air controls, natural gas fuel piping, new service valves, combustion air intake and exhaust vent stacks, pipe insulation, electrical wiring, and controls installed to manufacturers specifications. Factory authorized start-up personal shall perform all startup, adjustment, and instruction of owner operating personnel.
- 8) New roof penetration shall be curbed and flashed to prevent water intrusion into the building. Pipe insulation shall comply with Georgia State Energy Code. Electrical power wiring shall initiate from existing motor control center. Contractor is responsible for any additions required for adequate power supply.
- 9) The building controls shall be extended to the new boilers and shall be installed by trained representatives of the control manufacturer (TMS – Reins & Associates as per the attachment). Building graphics shall be updated to include new heating equipment. (The smaller lead boiler will be designed as first on and last off boiler. The lead boiler will fire to a maximum of 45% and then add the larger lag boiler such that both boilers drop back to 20% firing. Both boilers will then fire together at the same firing rate until the load is satisfied. The OA Reset will be configured so that the system hot water supply temperature will be 180 degree F when the OA is 20 degree F and the system hot water temperature will be 100 degree F when the OA is 60 degree F. All set points will be field adjustable via the Master Boiler control panel or boiler control panel.
- 10) Prior to construction, contractor shall submit engineered plans of retrofit for review and comment by owner. Plans shall be complete and include piping modifications, including connection points, gas piping, vent stacks, electrical power wiring, and equipment schedules. Plans shall bear the seal of a registered mechanical and electrical engineer licensed in Georgia, and with appropriate experience in boiler room design. No existing plans are available. Contractor is responsible for accurate job site measurements and preparation of scaled plans. Plans shall be scaled at a minimum of  $\frac{1}{4}'' = 1'0''$ .
- 11) The contractor shall be responsible for the proper abatement of the asbestos insulation on the piping adjacent to the boiler and asbestos inside the boiler (if any). The piping with asbestos in places is approximately 150 linear feet. This piping is being replaced as part of the installation process by the Contractor. All State and Federal rules and regulations shall be complied with during the abatement of the asbestos.
- 12) The abatement subcontractor along with Reins and Associates is required to comply with all aspects of Exhibit A including the Davis-Bacon requirements.

- 13) The grant requires that Contractor submit to the Owner a receipt of acceptance from the scrap metal facility disposing of the boiler. An asbestos manifest and report from the abatement contractor is also required.
- 14) The Owner's involvement in selecting the boiler/components is limited to approving the Contractor's selection as per the performance requirements and other criteria as found in the Specifications. The Contractor shall propose a specific boiler which the Owner shall approve or disapprove based on the performance criteria and manufacturer's track record. The Contractor is responsible for all the design and implementation of the installation of the boiler that the Contractor selected and it's associated components in the conditions of the site which were inspected by the Contractor on August 30th.
- 15) The Contractor is responsible for knowing, understanding and following/complying with all applicable codes as it relates to the Contractor's selected boiler and it's associated components being installed and made operational.

**EXHIBIT A**

***Energy Efficiency & Conservation Block  
Grant (EECBG) Guidelines***

## **SECTION I: GENERAL PROVISIONS**

### **A. Access to Records**

The DOE, the Comptroller General of the United States, or any of their authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of GEFA, the City of Gainesville (“Grantee” or “Contractor”), or the City’s Contractor (or “Subcontractor”) which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

### **B. Record Retention**

Financial records, supporting documents, statistical records, and all other records pertinent to the Services shall be retained in accordance with 10 C.F.R. Part 600.153 (for non-profit organizations), 10 C.F.R. Part 600.242 (for state and local governments), and 10 C.F.R. Part 600.342 (for for-profit organizations).

### **C. Debarment and Suspension**

The City of Gainesville shall not enter into any contract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," 2 CFR 180 and 901.

### **D. Copeland “Anti-Kickback” Act**

The City of Gainesville and its subcontractors shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (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”).

### **E. Byrd Anti-Lobbying Amendment**

The City of Gainesville and its subcontractors shall certify that they will not and have 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.

F. Equal Employment Opportunity

The City of Gainesville and its subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

G. Contract Work Hours and Safety Standards Act

For construction contracts in excess of \$2000, and contracts involving the employment of mechanics or laborers in excess of \$2500, the City of Gainesville and its subcontractors shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each subcontractor shall 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 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

H. Audit, Procurement and Allowable Costs.

The City of Gainesville and its subcontractors shall comply with all applicable laws, ordinances, and codes of the Federal government, including, but not limited to:

- (i) provisions for federal audit requirements in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133 (for states, local governments and non-profit organizations), and 10 C.F.R. Part 600.316 (for for-profit organizations);
- (ii) provisions for federal procurement in OMB Circular No. A-102 and 110;
- (iii) provisions for federal cost principles in 10 C.F.R. Part 440 and OMB Circulars Nos. A-87 (for state and local governments), A-122 (for private non-profit organizations), and 48 C.F.R. Part 31 (for commercial organizations).

I. Nondiscrimination Policies

The City of Gainesville and its subcontractors must comply with applicable provisions of the following national policies prohibiting discrimination:

- (i) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;
- (ii) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;
- (iii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;
- (iv) On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;
- (v) On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
- (vi) On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

J. Environmental Policies

The City of Gainesville and its subcontractors must:

- (i) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.

(ii) Immediately identify to GEFA any potential impact that Contractor or its subcontractor finds this award may have on:

a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR Part 1021.

b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.

c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).

d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.

e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).

(iii) Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

- (iii) Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

**SECTION II: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009  
(ARRA): WAGE RATE REQUIREMENTS, BUY AMERICAN  
PROVISIONS, INSPECTION OF RECORDS, WAIVER OF LIENS**

A. Wage Rate Requirements Under Section 1606 Of The Recovery Act

1. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act).

2. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 C.F.R. parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section.

3. The City of Gainesville and its subcontractors shall comply with the wage rate requirements under Section 1606 of the ARRA, and shall require its contractors and subcontractors to pay laborers and mechanics employed on ARRA-assisted construction at least the Davis-Bacon prevailing wages (Exhibit B).

4. Contractor and its subcontractors shall maintain payrolls and basic records relating to payroll during the course of the work and preserve them for a period of three (3) years thereafter for all laborers and mechanics working on the project, or as designated in the grant document. Contractor and its subcontractors shall also ensure that all laborers and mechanics on a project funded or assisted in whole or part with Recovery Act funds are paid on a weekly basis and must submit weekly certified payroll records to the contracting and administering agency.

B. Buy American

- 1. None of the funds provided under this Agreement derived from the American

Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

2. Subsection 1 shall not apply in any case or category of cases in which the head of the Federal department or agency (grantor) finds that –

- a. applying subsection 1 would be inconsistent with the public interest;
- b. iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

3. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection 1 based on a finding under subsection 2, the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

4. This section shall be applied in a manner consistent with United States obligations under international agreements.

5. Implementation of this provision should follow the forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Contracting Officer.

6. The attached “Certification of Compliance with Buy American” certificate (Exhibit C) shall be completed and signed by the Manufacturer. Said certificate with original signatures shall be submitted to the City of Gainesville by the Contractor (or Manufacturer). The City of Gainesville shall submit completed, signed “Certification of Compliance with Buy American” certificate to the Georgia Environmental Finance Authority (GEFA) for approval. No payment shall be rendered for any work completed until GEFA approves the “Buy American” certificate.

C. Authority Of U.S. Comptroller General

1. Pursuant to Section 902 of the ARRA, the U.S. Comptroller General and his representatives shall have the authority to:

(a) examine any records of the City of Gainesville or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(b) interview any officer or employee of the City of Gainesville or any of the City of Gainesville's subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

D. Authority Of Federal Inspector General

1. Pursuant to Section 1515(b) of the ARRA, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), shall have the authority to:

(a) examine any records of the City of Gainesville ("grantee"), any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(b) interview any officer or employee of the City of Gainesville, the City of Gainesville's subcontractors, grantee, subgrantee, or any State or local government agency administering the contract, regarding such transactions.

E. Waiver of Liens and Release

1. The attached "Final Contractor Waiver of Liens and Release" certificate (Exhibit D) shall be completed and signed separately by the City's contractor and any of their subcontractors. Said certificate with original signatures shall be submitted to the City of Gainesville by the Contractor and their subcontractors. The City of Gainesville shall submit completed, signed "Final Contractor Waiver of Liens and Release" certificates to the Georgia Environmental Finance Authority (GEFA) for approval. Final or 10% retainage payment shall not be rendered until said "Waiver of Liens and Release" certificates are received.

**SECTION III: ADDITIONAL ARRA PROVISIONS**

A. Administrative Requirements

For the City of Gainesville and its subcontractors, administrative requirements of the awards will be governed by Section 1512 of the American Recovery and Reinvestment Act of 2009.

B. Central Contractor Registration (CCR)

1. As required under the Recovery Act, the City of Gainesville and its subcontractors must have a Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com) (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than July 10, 2009. (ARRA § 1512, ARRA § 1609)

2. The City of Gainesville and its subcontractors must maintain active and current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which it has active federal awards funded with Recovery Act funds.

C. Information In Support Of Recovery Act Reporting

The City of Gainesville and its subcontractors are responsible for maintaining and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Subcontractor shall provide copies of backup documentation to the City of Gainesville at the request of the City.

D. Whistleblowers Protection

Contractor acknowledges and agrees to the following obligations and proscriptions with respect to whistleblower protection contemplated under the provisions of ARRA as well as the associated policies and guidelines of the Federal Government concerning implementation of ARRA. Contractor further agrees to fully inform GEFA in writing in a timely fashion of any circumstance or incident related to the matters covered in this section.

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- Gross waste of covered funds Weatherization Program Notice 09-1B 15

- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the Recovery Act shall post notice of the rights and remedies as required therein. See [www.Recovery.gov](http://www.Recovery.gov).

E. False Claims Act

The City of Gainesville shall promptly refer to GEFA for transmission to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**SECTION IV: NEPA REQUIREMENTS**

The City of Gainesville and its subcontractors must limit project activities to those that have received NEPA Categorical Exclusion ("NEPA CX") approval, per the below categories and conditions.

A. Part I – Bounded Categories

1. Projects Are Limited To: installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of ENERGY STAR appliances; installation of solar powered appliances with improved efficiency; and replacement of windows and doors.

B. Part II – Integral Element Requirements and Other Conditions

State [X] shall award sub-grants only for Projects that would not:

- (1) Threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, including requirements of DOE and/or Executive Orders;
- (2) Require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators);
- (3) Disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; or
- (4) Adversely affect environmentally sensitive resources. Environmentally sensitive resources include, but are not limited to:
  - (i) Property (e.g., sites, buildings, structures, objects) of historic, archeological, or architectural significance designated by Federal, state, or local governments or property eligible for listing on the National Register of Historic Places;

- (ii) Federally-listed threatened or endangered species or their habitat (including critical habitat), Federally- proposed or candidate species or their habitat, or state-listed endangered or threatened species or their habitat;
- (iii) Wetlands regulated under the Clean Water Act (33 U.S.C. 1344) and floodplains;
- (iv) Areas having a special designation such as Federally- and state-designated wilderness areas, national parks, national natural landmarks, wild and scenic rivers, state and Federal wildlife refuges, and marine sanctuaries;
- (v) Prime agricultural lands;
- (vi) Special sources of water (such as sole-source aquifers, wellhead protection areas, and other water sources that are vital in a region); and
- (vii) Tundra, coral reefs, or rain forests.

#### **SECTION V: STATE HISTORIC PRESERVATION OFFICE REQUIREMENTS**

Section 106 of National Historic Preservation Act (NHPA) mandates that projects receiving federal funds coordinate with the State Historic Preservation Office (SHPO) to ensure compliance at state and local level. Compliance with SHPO will be required for all non-residential buildings *older than 50 years*.

The City of Gainesville with its subcontractors assistance will need to work with SHPO when installing the following:

- renewable energy
- insulation
- select fixture replacement
- select mechanical equipment upgrades

**EXHIBIT B**

***Davis Bacon Prevailing Wages***

General Decision Number: GA120199 01/06/2012 GA199

Superseded General Decision Number: GA20100271

State: Georgia

Construction Type: Building

County: Hall County in Georgia.

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

Modification Number 0 Publication Date 01/06/2012

\* ASBE0048-001 04/01/2011

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.07	12.41

-----  
ELEC0613-001 09/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 29.00	8.09

FOOTNOTES: Work on bar joists, walk logs, exposed steel and swinging scaffolds when the surface the worker stands or sits on exceeds twenty-five (25) feet above solid floor and the worker is subject to free fall: \$1.00 per hour additional. Work of a similar nature above fifty (50) feet: \$3.00 per hour additional.

-----  
ENGI0926-007 07/01/2010

	Rates	Fringes
Operating Engineers:		
Backhoe/Excavator and Hoist.	\$ 23.49	9.28
Bulldozer, Compactor, Drill, Forklift, Loader, and Scraper.....	\$ 23.49	9.28
Crane and Boom.....	\$ 27.13	9.28
Oiler.....	\$ 22.50	9.28

FOOTNOTE: Paid Holidays - Labor Day and Christmas Day, if the worker has one year of continuous employment with the same contractor.

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IRON0387-001 08/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.04	9.86

-----  
PLUM0072-012 08/01/2011

Rates Fringes

PIPEFITTER, Including HVAC Pipe Installation.....	\$ 28.90	12.76
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 28.90	12.76

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SHEE0085-001 08/01/2011

	Rates	Fringes
SHEET METAL WORKER, Includes Installation of HVAC Duct and Metal Roofs		
Buildings over 100,000 square feet.....	\$ 29.70	13.41
Buildings up to 100,000 square feet.....	\$ 25.49	11.73

FOOTNOTE: Work on swinging stages, boatswains chairs or  
scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25  
per hour additional.

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SUGA2008-183 08/21/2008

	Rates	Fringes
BRICKLAYER.....	\$ 11.65	0.17
CARPENTER.....	\$ 13.89	0.95
CEMENT MASON/CONCRETE FINISHER....	\$ 13.06	1.71
IRONWORKER, REINFORCING.....	\$ 11.05	0.21
LABORER: Common or General.....	\$ 10.00	0.00
LABORER: Pipelayer.....	\$ 13.06	3.56
OPERATOR: Grader/Blade.....	\$ 9.00	0.24
OPERATOR: Mechanic.....	\$ 17.95	0.00
OPERATOR: Roller.....	\$ 10.88	0.00
PAINTER: Brush, Roller, and Spray.....	\$ 13.43	0.00
ROOFER (Excluding Metal Roof)....	\$ 10.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 12.38	0.99

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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  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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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

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.

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END OF GENERAL DECISION

**FINAL CONTRACTOR WAIVER OF LIEN AND RELEASE**

TO: Georgia Environmental Finance Authority  
233 Peachtree Street  
Harris Tower, Suite 900  
Atlanta, Georgia 30303

RE: Subrecipient: \_\_\_\_\_

Contract: \_\_\_\_\_

Contractor(s): \_\_\_\_\_

Project Location(s): \_\_\_\_\_

1. The undersigned Contractor hereby certifies that it performed all of its work at the above specified Project Location(s) in accordance with the terms of the above specified Energy Efficiency and Conservation Block Grant Contract (EECBG), including the Contract Scope of Work attached as Exhibit A thereto; and all applicable laws, ordinances, policies and codes of the Federal, State and local governments.

2. The Contractor further certifies that all of the work, equipment, supplies, materials, labor and services furnished by the Contractor and its suppliers, materialmen, Contractors, and laborers at the above specified Project Location(s), in accordance with above specified EECBG Contract, have been fully paid for and the Contractor and its suppliers, materialmen, Contractors, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character (including disputed claims or any claims to which the Contractor has or will assert any defense) arising out of the performance of the contract which have not been paid and satisfied in full except as listed hereinbelow:

**[Instructions- ENTER THE WORD "NONE" OR LIST THE NAMES OF CLAIMANTS  
AND THE AMOUNT CLAIMED BY EACH]**

3. The Contractor further certifies that the above specified Project Location(s) cannot be made subject to any valid lien or claim (including disputed claims or any claims to which the Contractor has asserted or will assert any defense) by anyone who furnished work, equipment, supplies, material, labor or services to the Contractor at the Project Location(s) and/or in accordance with the terms of the above specified EECBG Contract.

4. The Contractor hereby releases GEFA, the Energy Efficiency and Conservation Block Grant program, and the owner(s) of the above specified Project Location(s) from all liability in connection with the work, equipment, supplies, materials, labor and services furnished by the Contractor and its suppliers, materialmen, Contractors, and laborers at the Project Location(s) and/or in accordance with the above specified EECBG Contract.

5. The Contractor has received final payment in full satisfaction and settlement of all claims against the Energy Efficiency and Conservation Block Grant program and GEFA arising by virtue of its work at the above specified Project Location(s) and/or in accordance with the terms of the above specified EECBG Contract, and acceptance of such payment is acknowledged as a release of EECBG and GEFA from any and all claims arising under or by virtue of the subcontract.

6. Payments pursuant to this certificate shall in no way diminish, change, alter or affect the rights of EECBG or GEFA under the contract documents.

Notary Affidavit:

Sworn to and authorized before me

This \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE: A COPY OF THIS WAIVER AND RELEASE SHALL BE GIVEN TO GEFA, THE EECBG, AND THE OWNER(S) OF THE PROJECT LOCATION(S).**

**EXHIBIT C**

***“Certification of Compliance with Buy  
American” Certificate Form***



Nathan Deal  
Governor

## GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Kevin Clark  
Executive Director

### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN**

*Effective July 1, 2011, this form must be submitted to [buyamerican@gefa.ga.gov](mailto:buyamerican@gefa.ga.gov) and approved by GEFA prior to any payments made to contractor. Please include the final copy with your invoice.*

*This must be completed by the manufacturer (one form per manufacturer). The only exception is if the product qualifies for a waiver, which would allow for completion by the vendor.*

GEFA subrecipient: City of Gainesville

Subrecipient email address: [jtullar@gainesville.org](mailto:jtullar@gainesville.org)

GEFA subrecipient contract number: ARRA\_EECBG\_LocGov2010\_123

Manufacturer Name:

### **Manufactured good(s) being used for project (please list)**

<u>Type of Good</u>	<u>Model</u>	<u>Manufacturing Location</u>	<u>Waiver received? (y/n)</u>
<i>Ex: Lighting fixture</i>	<i>Widget LEDs item 1234</i>	<i>Roanoke, VA, USA</i>	<i>no</i>
<i>Ex: Programmable Thermostat</i>	<i>Super Heat Stuff item xyz</i>	<i>Shanghai, China</i>	<i>yes (attached)</i>

### **Waiver attached**

Manufacturer or vendor should include a copy of applicable product waiver(s) when sending the 'Certification of Compliance with Buy American' to subrecipient (if applicable). Waivers can be downloaded here: [http://www1.eere.energy.gov/recovery/ba\\_waivers.html](http://www1.eere.energy.gov/recovery/ba_waivers.html).

Highlight the section of the waiver that pertains to your product. In the space below, provide a brief narrative description of the product in order to prove it meets the requirements to qualify for a waiver.

*Ex: Programmable Thermostat that permits adjustment of heating or air-conditioning operations according to a pre-set schedule.*

1. Will a waiver(s) be included with this document when sent to subrecipient?

Yes     No     N/A

**If using a good that has not received a waiver, please answer questions below.**

1. Were all of the components of the manufactured good(s) manufactured in the U.S., and were all of the components assembled into the final production in the U.S.?  Yes  No

**If the answer to the above question is 'yes,' please list items below.**

**If the answer to the above question is 'no,' please list the items and answer question two and three below.**

2. Was there a change in character for use of the good or the components in the U.S.? (These questions are asked about the finished good as a whole, not about each individual component. Vendor must answer yes to at least one question to qualify for Buy American compliance.)

a. Was there a change in the physical and/or chemical properties or characteristics designed to alter the functionality of the good?  Yes  No

i. If yes, describe:

b. Did the manufacturing or processing operation result in a change of a product(s) with one use into a product with a different use?  Yes  No

i. If yes, describe:

c. Did the manufacturing or processing operation result in the narrowing of the range of possible uses of a multi-use product?  Yes  No.

i. If yes: describe:

3. Was/were the process(es) performed in the U.S. (including but not limited to assembly) complex and meaningful? (Vendor must answer yes to at least two questions to qualify for Buy American compliance).

a. Did the process(es) take a substantial amount of time?  Yes  No

i. If yes, describe:

b. Was/were the process(es) costly?  Yes  No

i. If yes, describe:

c. Did the process(es) require a number of different operations?  Yes  No

i. If yes, describe:

d. Did the processes require particular high level skills?  Yes  No

i. If yes, describe:

e. Was substantial value added in the process(es)?  Yes  No

i. If yes, describe:

**Manufacturing performed in countries outside of the U.S.**

I understand that equipment manufactured in Mexico, Canada or any other countries with whom the U.S. has trade agreements will not count as Buy American compliant.

**Certification**

**Certification by manufacturer**

I certify that this information is true and accurate to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Title:

Organization:

**Received & reviewed by subrecipient**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Title:

Organization:

**Received & reviewed by GEFA**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Title:

Contact Jessica Robson at [jessica@gefa.ga.gov](mailto:jessica@gefa.ga.gov) or 404-584-1135 with any questions.

**EXHIBIT D**

***“Final Contractor Waiver of Liens &  
Release” Form***

**FINAL CONTRACTOR WAIVER OF LIEN AND RELEASE**

TO: Georgia Environmental Finance Authority  
233 Peachtree Street  
Harris Tower, Suite 900  
Atlanta, Georgia 30303

RE: Subrecipient: \_\_\_\_\_  
Contract: \_\_\_\_\_  
Contractor(s): \_\_\_\_\_  
Project Location(s): \_\_\_\_\_

1. The undersigned Contractor hereby certifies that it performed all of its work at the above specified Project Location(s) in accordance with the terms of the above specified Energy Efficiency and Conservation Block Grant Contract (EECBG), including the Contract Scope of Work attached as Exhibit A thereto; and all applicable laws, ordinances, policies and codes of the Federal, State and local governments.

2. The Contractor further certifies that all of the work, equipment, supplies, materials, labor and services furnished by the Contractor and its suppliers, materialmen, Contractors, and laborers at the above specified Project Location(s), in accordance with above specified EECBG Contract, have been fully paid for and the Contractor and its suppliers, materialmen, Contractors, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character (including disputed claims or any claims to which the Contractor has or will assert any defense) arising out of the performance of the contract which have not been paid and satisfied in full except as listed hereinbelow:

**[Instructions- ENTER THE WORD "NONE" OR LIST THE NAMES OF CLAIMANTS  
AND THE AMOUNT CLAIMED BY EACH]**

3. The Contractor further certifies that the above specified Project Location(s) cannot be made subject to any valid lien or claim (including disputed claims or any claims to which the Contractor has asserted or will assert any defense) by anyone who furnished work, equipment, supplies, material, labor or services to the Contractor at the Project Location(s) and/or in accordance with the terms of the above specified EECBG Contract.

4. The Contractor hereby releases GEFA, the Energy Efficiency and Conservation Block Grant program, and the owner(s) of the above specified Project Location(s) from all liability in connection with the work, equipment, supplies, materials, labor and services furnished by the Contractor and its suppliers, materialmen, Contractors, and laborers at the Project Location(s) and/or in accordance with the above specified EECBG Contract.

5. The Contractor has received final payment in full satisfaction and settlement of all claims against the Energy Efficiency and Conservation Block Grant program and GEFA arising by virtue of its work at the above specified Project Location(s) and/or in accordance with the terms of the above specified EECBG Contract, and acceptance of such payment is acknowledged as a release of EECBG and GEFA from any and all claims arising under or by virtue of the subcontract.

6. Payments pursuant to this certificate shall in no way diminish, change, alter or affect the rights of EECBG or GEFA under the contract documents.

Notary Affidavit:

Sworn to and authorized before me

This \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE: A COPY OF THIS WAIVER AND RELEASE SHALL BE GIVEN TO GEFA, THE EECBG, AND THE OWNER(S) OF THE PROJECT LOCATION(S).**