



STATE OF MISSISSIPPI

PROPOSAL FORMAT AND GUIDELINES

CLASS 487

GENERAL PURPOSE CLEANERS

DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201

STATE OF MISSISSIPPI
PROPOSAL FORMAT AND GUIDELINES
FOR CLASS 487: GENERAL PURPOSE CLEANERS

Effective
Date: 10/12/98

Revised
Date: 09/01/10

Vendors interested in entering into or renewing a nonexclusive, negotiated contract for general purpose cleaners with the State of Mississippi should submit a proposal which must include all information requested in this Proposal Format and Guidelines. It is the responsibility of the companies submitting to verify that all of the requirements for submitting the proposal have been fulfilled.

I. Proposal Letter

Submit a signed letter from an authorized representative of the company indicating the firm's interest in entering into or renewing a state contract for the items being proposed. This letter should include company name, location address, mailing address, telephone number, fax number, email address, website address, (if applicable) and name of authorized representative submitting proposal. By signing this letter, the vendor is certifying that neither the vendor nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

II. Price Lists and Product Information

Submit a current manufacturer's published list price for all products being proposed. The term published price list is intended to mean that an office typed and copied list will not qualify. A current published GSA pricing structure, if applicable, (for reference purposes only) is also required.

Submit a list of general purpose cleaners being proposed for contract. **In addition to a printed copy of the proposed price list and dealer list, vendors are required to provide an electronic version of the proposed price list and dealer list. These electronic price lists and dealer lists should be provided in a Word or Excel format with "read and write" capabilities on a cd or jump drive. No costs or expenses associated with providing this information in the required format shall be charged to the State of Mississippi.** This list can include dishwashing products, disinfectants, deodorants, soaps, bleaches, etc., in the form of liquids, solids, powders, and aerosols. This contract will not include cleaning equipment and supplies or laundry chemicals, water treatment chemicals or floor care products as listed in their individual state contracts. This list shall be limited to the top 50 products. The list shall give the information shown below. Pricing shall be competitive with the vendors current GSA prices. If GSA pricing is not available, the prices shall be competitive with other current GSA contracts. For dishwashing products only, the information shall be submitted in the format shown on the attached Dishwashing Products Contract Format.

Information to be submitted shall include the following:

- A. Brand - The brand name of the products being proposed.
- B. Model No. - The model number of products being proposed.
- C. Description - A brief description of the product.
- D. Discount - The percentage discount or range of discounts, off of list, being offered for the products listed.

- E. Contract Purchase Price - The maximum price to be paid by state agencies and governing authorities during the term of the contract.
- F. Product literature on all models and options being proposed for contract.
- G. Labels must be furnished for all products being proposed. Labels must present product application information and dilution rates (where applicable).
- H. Material Safety Data Sheets (MSD) must be furnished for all products being proposed.
- I. The following are the minimum service requirements for dishwashing products:
 - 1. Contractor shall provide for service calls to be made by technically trained personnel to each location or agency.
 - a. A minimum of one service call per month shall be made to each location.
 - b. Emergency calls shall be made within 24 hours after notification.
 - c. The contractor shall give two days prior notice to each agency where service calls are made, unless such service calls are sufficiently routine as to occur at the same time each month. The above provision is necessary to assure the presence of the proper institutional personnel while the service representative is visiting the institution.
 - 2. Contractor/representative shall be solely responsible for coordinating service visit(s) with dishwashing manager and for insuring that all of the following services are provided to the manager's satisfaction while the agency is utilizing contractor's product(s):
 - a. Inspect machine(s) in operation at agency as to functioning of mechanical parts, gauges and valves. Provide adjustment as necessary.
 - b. Check solutions on each machine for optimum concentration and temperature.
 - c. Render any and all other services normally provided other customers which shall include instruction on necessary machine maintenance procedures to be followed by agency personnel between regular service calls.
 - d. At the time of each visit, a written report on contractor's standard form shall be completed. One copy shall be retained by participating state agency.

III. Length of Price Guarantee

Pricing shall be firm for a 12-month period. Price increases are not allowed during the term of the contract.

IV. Transportation Terms

Transportation terms shall be F.O.B. Destination, freight prepaid by the vendor.

V. Payment Terms and Invoices

List applicable payment terms. MS Code Section 31-7-305(3) allows a state entity to pay invoices within 45 days without penalty.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes

and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

VI. Distribution

Distribution is to be made by manufacturer or local distributors. The Office of Purchasing and Travel would prefer to have these contracts established with the manufacturer with all authorized distributors being listed. This list of all authorized distributors must include their phone numbers, addresses and email addresses. It is the manufacturer's responsibility to keep this list updated during the contract period. We will not enter into more than one contract for any single brand.

Please note: It shall be the responsibility of each manufacturer to ensure that your profile is current in our procurement system, WebProcure. Current information such as e-mail addresses, contact person, phone numbers, etc. must be updated whenever there are any changes to your profile. The website to update your profile is <http://webprocure.tier.com>. If you do not know your user-id or password, contact WebProcure at [WebProcure Support@cogsdale.com](mailto:WebProcure.Support@cogsdale.com) or 1-800-533-9690. When updating your information, please do not create a new profile. Also it shall be the responsibility of the manufacturer to ensure that all distributors listed on your distribution list are registered in WebProcure with their current information. If a distributor is not registered in WebProcure, they will not be listed in the State's on-line ordering and will not receive any orders.

Minority Vendor Status - Manufacturers should indicate if they or any of the distributors they list are considered Minority Vendors. Minority vendor means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged, and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637(a). **MINORITY** as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples of North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; Women.

Manufacturers should put a "MV" beside their name and/or any of the authorized distributors listed who qualifies under this section.

VII. Purchase Summary

A purchase summary is required for contract renewals only. **This purchase summary must indicate each state agency or other governmental entity to which sales have been made, the location of each, and the total dollar sales generated to date.** Where authorized distributors of the contractor have been utilized, this purchase information must be presented as it pertains to each authorized distributor. This purchase summary must be in this office before renewal of this agreement can be considered.

Please Note: Because of the expense associated with the maintenance of this type of contract, it has been determined that a lack of sales activity under the agreement may be cause for rejection of a contract renewal request. Renewal requests which indicate a

purchase volume of less than \$15,000 for two consecutive years may be cause for the proposal renewal request to be denied.

VIII. Award/Renewal of Contract

New contracts will be awarded or current contracts renewed to all manufacturers that submit proposals that are in compliance with this format and are proposing competitive prices. Any requested information not submitted may cause proposal request to be denied.

Please Note: If all required documents are not submitted with your proposal, new contracts will not be awarded and contract renewal requests will be denied and contracts extended for six (6) months at your current contract prices, terms and conditions. New proposals may be submitted during the amendment period per Section X. Addendum Period of this document.

IX. E-Verify Compliance

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1 et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State.

Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

X. Addendum Period: Additions/Changes

Vendors wishing to make additions/changes to their contract during the contract period should be aware of the following policies of this office:

- A. Additions/changes will be allowed only once during a contract period. Price increases are not allowed during the addendum period.
- B. Additions/changes must be submitted during the addendum period which is June 1 through June 15 for changes to be effective August 1.
- C. When requesting additions/changes, the vendor shall submit a letter requesting the additions/changes and a revised contract proposal which shall include a list of all

items being proposed for addition/change. The vendor shall submit all required documents as listed in this Proposal Format for any new items. Product literature shall also be submitted with the request. When a dealer is being added, a complete name, address, email address, phone and fax number(s) shall be submitted.

XI. Proposal Deadline

The contract for general purpose cleaners is effective February 1 through January 31; therefore, proposals for this contract must be submitted to the Office of Purchasing and Travel between November 1 and November 15. Any proposal received after these dates will not be considered until the addendum period which is June 1 through June 15 for prices to be effective August 1.

If you have any questions concerning this Proposal Format and Guidelines, please contact the contract analyst listed below.

Please mail your complete proposal to the following address:

Randi Reid, CPPB, Senior Contract Analyst
Office of Purchasing and Travel
701 Woolfolk Building, Suite A
501 North West Street
Jackson, MS 39201

Email - Reidr@dfa.state.ms.us
Phone - 601-359-2017
Fax - 601-359-3910

**MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
JACKSON**

GENERAL PURPOSE CLEANERS CONTRACT FORMAT

We are attempting to utilize usage rates and actual use cost in our evaluation process. To do this, we must have the information in a certain format. When submitting proposals for contracts for cleaning products, please submit proposals utilizing the following format:

<u>Item Name/Number</u>	<u>Description</u>	<u>Container Size</u>	<u>Price/Lb. Or Gal.</u>	<u>Dilution Ratio</u>	<u>Use Cost</u>
<u>Example 123</u>	<u>Liquid Detergent</u>	<u>5 gal.</u>	<u>5.00/gal.</u>	<u>2 oz./gal.</u>	<u>.0078/gal.</u>
<u>Example xyz</u>	<u>Sanitizer Powder</u>	<u>100 lb.</u>	<u>.75/lb.</u>	<u>5 oz./gal.</u>	<u>.0234/lb.</u>

Dilution ratios should indicate "normal" usage rates in central Mississippi in order to obtain quality and desired results. It is understood that water conditions and requirements will vary. These ratios are for evaluation purposes; however, we would expect to find the majority of using agencies utilizing ratios at or near those indicated in the proposal. Proposals that do not comply with this format request will be rejected and may cause severe delays in establishment of a contract.

CHECK LIST FORM

NOTE: Respondents are required to initial the boxes below to insure all information has been read, understood and all pertinent information is enclosed. This page should also be submitted with the proposal request information. Any requested information not submitted may cause this proposal request to be denied.

☐

Initial box indicating the Proposal Format and Guidelines have been read and understood.

☐

Initial box indicating a signed Proposal Letter, with all pertinent information, is enclosed and includes the percentage discount off list price that is being offered.

☐

Initial box indicating applicable transportation terms and payment terms are enclosed.

☐

Initial box indicating a copy of your current published retail price list is enclosed and a copy of your GSA pricing (if applicable) is enclosed.

☐

Initial box indicating a list of the general purpose cleaners and contract pricing being proposed is enclosed. (Printed copy and electronic version)

☐

Initial box indicating product labels and MSD sheets on all items being proposed is enclosed (for new/added items only).

☐

Initial box indicating your purchase summary is enclosed (for renewals only).

☐

Initial box indicating an attached list of authorized distributors (if applicable) is enclosed. (Printed copy and electronic version)

☐

Initial box indicating manufacturer and/or dealer minority vendor status has been indicated.

☐

Initial box indicating the signed Additional Contract Term and Condition Requirements When Using American Recovery and Reinvestment Act (Stimulus) funds for Purchases Form is enclosed. (Please disregard if you have sent a copy to our office.)



STATE OF MISSISSIPPI
HALEY BARBOUR, GOVERNOR

DEPARTMENT OF FINANCE AND ADMINISTRATION

Kevin Upchurch
EXECUTIVE DIRECTOR

September 23, 2009

TO: State Contract Vendor

FROM: Milo J. Crabtree, Director, Office of Purchasing, Travel and Fleet Management

RE: Additional Contract term and condition requirements when using American Recovery and Reinvestment Act (Stimulus) funds for purchases

The Office of the Governor has issued standard award terms and conditions as set forth in 2 CFR Part 176 and required when making purchases using Stimulus funds. These terms and conditions, as attached hereto as Exhibit 1, must be included in all financial assistance awards and included therein. Financial assistance award has been defined to include state contracts, subcontracts, grant agreements, sub-grant agreement, cooperative agreements and loan agreements with ARRA recipients.

The state contracts may be used for making purchases with Stimulus funds only if the state contract has been amended to include the terms and conditions outlined in the attached Exhibit 1.

If you are agreeable to this Exhibit 1 amendment of the terms and conditions, please sign and date below and submit to this office at the following address:

Milo J. Crabtree, Director
Office of Purchasing, Travel and Fleet Management
501 North West Street, Suite 701-A
Jackson, MS 39201

Please submit as soon as possible. Once both parties have signed, an executed copy will be returned to your company.

If you have any questions, please submit them in writing to me at the following email address:
crabtrm@dfa.state.ms.us.

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

DEPARTMENT OF FINANCE AND ADMINISTRATION

COMPANY _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit 1

**Reporting and Registration Requirements Under Section 1512 of the
American Recovery and Reinvestment Act of 2009.**

The recipient¹ agrees to the following reporting and registration requirements of Section 1512 of the American Recovery and Reinvestment Act and in accordance with 2 CFR § 176.50, if applicable:

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

¹ As used here and hereafter, recipient means "any entity other than an individual that receives Recovery Act funds in the form of a grant, cooperative agreement or loan directly from the Federal Government." 2 CFR § 176.30.

Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods of Section 1605 of the of the American Recovery and Reinvestment Act and in accordance with 2 CFR §176.140 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the

recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron,

steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</i> <i>[Include other applicable supporting information.]</i> <i>[*Include all delivery costs to the construction site.]</i>			

Required Use of American Iron, Steel, and Manufactured Goods Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) of Section 1605 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.160 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron, steel, and/or manufactured goods materials covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

Designated country—

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods—

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good—

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured

goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel, and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements—

- (i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
- (ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or

manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response, if cost, attach summary.] [Include other applicable supporting information.] [Include all delivery costs to the construction site.]			

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act.

The recipient agrees to the following wage rate requirements of Section 1606 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.190 when issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair, if applicable:

When issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair the agency shall use the award term described in the following paragraphs:

(a) 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. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

Recipient Responsibilities regarding tracking and documenting Expenditures under the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following tracking and documenting responsibilities required by Section 1606 of the Recovery and Reinvestment Act and in accordance with 2 CFR §176-210, if applicable:

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111– 5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.
- (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.