

**Request for Proposals to Design, Construct and Operate a Landfill Gas to Electricity  
Facility in Anne Arundel County, MD  
November 19, 2009**

**EXHIBIT B**

**FEDERAL REQUIREMENTS FOR CONSTRUCTION CONTRACTS RELATED  
TO PROJECTS OF \$100,000 OR MORE**

**FEDERAL REQUIREMENTS  
FOR CONSTRUCTION CONTRACTS  
RELATED TO PROJECTS OF \$100,000 OR MORE**

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  - E. Authorization to Sign Certified Payroll Forms
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**Note: Bonding requirements stated elsewhere.**

Revised May 1, 2009

**GENERAL FEDERAL PROVISIONS**

## GENERAL FEDERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

The following general federal provisions are a part of this Contract and do not require submittal of additional documentation, forms, reports, or certifications, except in unusual circumstances.

1. Interest of Members of Local Public Agency. No member of the governing body of Arundel Community Development Services, Inc. (ACDS) and no other officer, employee, or agent of ACDS who exercises any functions or responsibilities in connection with the approval or review or carrying out of the project or program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
2. Interest of Local Public Officials. No member of the governing body of Anne Arundel County, Maryland (referred to herein as “the County”) and no other public official of the County who exercises any functions or responsibilities in the review or approval or the carrying out of the project or program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
3. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share in or part of this Contract or to any benefit to arise therefrom.
4. Interest of Contractor. The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein, or any other interest which would conflict with the performance of this contract and covenants that no person having any such interest shall be employed.
5. Subcontracts and Other Contracts. The Contractor will certify that all contracts with applicants, recipients, subcontractors, and consultants contain the applicable federal requirements.
6. Access to Records. ACDS, the County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
7. Retention of Records. All required records pertinent to this Contract shall be retained by the Contractor for four years after final payment is made. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period, which ever is later.

8. Accessibility. Every building or facility (other than a privately-owned residential structure) designed, constructed, or altered as a result of this Contract and made available through federal financial assistance, shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 8 Subpart A, Section 8.4 of the Fair Housing Amendments Act of 1988, and Section 303 of the Americans with Disabilities Act of 1990.
9. Lead-Based Paint Requirement. The Contractor and all subcontractors, vendors, and consultants shall comply with 24 CFR 35: Prohibition of Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard, when applicable to projects or programs resulting from this Contract.
10. Clean Air and Water Pollution. The Contractor and all subcontractors, vendors, and consultants shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. et. seq.) and the Federal Water Pollution Control Act (33 U. S. C. 125 et. seq.), as amended, when applicable to projects or programs resulting from this Contract.
11. Energy Conservation. The Contractor and all subcontractors, vendors, and consultants shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
12. Eligibility of Contractor and Exclusion of Entities Debarred from Federally Funded Contracts. The Contractor certifies that neither the Contractor nor any person or firm who has an interest in the Contractor's firm is ineligible to be awarded contracts utilizing federal funds. The Contractor shall refrain from entering into any contract or contract modification with an applicant, recipient, contractor, subcontractor, vendor, or consultant debarred from contracts funded in whole or in part with federal funds or from participation in HUD programs.
13. Lobbying Certification. In accordance with the Housing and Community Development Act of 1974, as amended, and with 24 CFR 570.303 of the Community Development Block Grant regulations, the Contractor certifies that:
  - a. no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract;
  - b. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative contract, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction; and

- c. the Contractor will require that this language will be included in the award of contracts to all subcontractors, suppliers, and vendors related to this Contract.
14. Submittal of Certifications, Forms, and Reports. The Contractor must complete and, if applicable, require all subcontractors to complete all certifications, forms, and reports specified in this Contract in a manner acceptable to ACDS. Interim and/or final payments may be withheld by ACDS pending receipt and approval by ACDS of these certifications, forms, and reports.
15. Drug-Free Work Place. The Contractor will provide a drug-free work place by:
- a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's work place and specifying actions that will be taken against employees for violation of such prohibition;
  - b. establishing an ongoing drug-free awareness program to inform employees about
    - (1) the dangers of drug abuse in the work place,
    - (2) the Contractor's policy of maintaining a drug-free work place,
    - (3) any drug counseling, rehabilitation, and employee assistance programs that may be available, and
    - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the work place;
  - c. making it a requirement that each employee to be engaged in the performance of the scope of services be given a copy of the statement required by Item 15.a.;
  - d. notifying the employee in the statement required by Item 15.a. that, as a condition of employment under the scope of services, the employee will
    - (1) abide by the terms of the statement, and
    - (2) notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the work place no later than five calendar days after such conviction;
  - e. notifying ACDS, in writing, within 10 days after receiving notice under Item 15.d(2) from an employee or otherwise receiving actual notice of such conviction and providing notice, including position title, to every contractor, employer, or subcontractor on whose activity the convicted employee was working, unless the Contractor has designated a central point for the receipt of such notices;

- f. within 30 calendar days of receiving notice under Item 15.d(2), with respect to any employee who is so convicted, the Contractor shall
  - (1) take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - (2) require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- g. making a good faith effort to continue to maintain a drug-free work place through implementation of Items 15.a. through 15.f.

As part of the commitment to maintain a drug-free work place, the Contractor must insert in the following space the site(s) for the performance of work done in connection with this Contract.

Place of Performance \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

## **Subcontractor/Vendor Report**

**The Subcontractor/Vendor Report must be submitted by the General Contractor before work begins and with the FINAL payroll. As new subcontractors are added during the course of the project, updated Subcontractor/Vendor Reports must be submitted. These reports must also include second-tier subcontractors.**

## **SUBCONTRACTOR/VENDOR REPORT**

The Subcontractor/Vendor Report is a list of the subcontractors working on the project as well as providers of professional and other services. These reports must be submitted by the General Contractor before work begins and at the end of the project before final payments are made. As new subcontractors are added during the course of the project, updated interim Subcontractor/Vendor Reports should be submitted. The Subcontractor/Vendor Reports should also include second-tier subcontractors. It is the General Contractor's responsibility to obtain the necessary information from the subcontractors. **Instead of using the chart, the General Contractor has the option of preparing these reports in another format, provided that all the required information is included. It is requested that the report be divided into two separate parts: one part listing companies doing building trades work; and the other part listing companies doing non-construction work (such as engineering, surveying, or cleaning) related to the project.**

# GENERAL CONTRACTOR'S SUBCONTRACTOR/VENDOR REPORT

Project Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Telephone Number of Contact Person: \_\_\_\_\_

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

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Name/Address/Telephone	Check if Second or Third Tier Sub-Contractor*	Tax I.D.	Dollar Amount	Trade, Construction Element, or Service	If MBE/WBE, Specify Group(s)**	Check if Section 3

\*If yes, state here (or on an attached page if necessary) the name of the higher tier subcontractor who has contracted with this lower tier subcontractor:

\*\* African American, Hispanic, Native American, Asian/Pacific Islander, Eskimo/Aleut, Female

**Nondiscrimination  
and Equal Employment Opportunity**

## **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

### ***OVERVIEW***

In accordance with Executive Order 11246 of September 24, 1965, as amended, and as implemented by Department of Labor regulations 41 CFR Chapter 60, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Equal Opportunity Clause, the Certification of Nonsegregated Facilities, and the Certification of Compliance with Affirmative Action Requirements for Equal Employment Opportunity which are included in this section are mandated by this Executive Order and the implementing regulations.

In accordance with Title VI of the Civil Rights Act of 1964, there shall be no discrimination on the basis of race, color, or national origin in activities covered by this Contract.

In accordance with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in activities covered by this Contract, including employment, on the ground of race, color, national origin, sex, or religion, either directly or through contractual, licensing, or other arrangements.

Section 109 which also applies to this Contract, prohibits discrimination on the basis of age under the Age Discrimination Act of 1975.

Section 109 also prohibits discrimination with respect to an otherwise qualified person with disabilities, as provided in Section 504 of the Rehabilitation Act of 1973. In accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, there shall be no discrimination against persons with disabilities regarding employment or other economic opportunities resulting from this Contract.

Inclusion of the equal opportunity clauses in this Contract are required by Executive Order 11246 of September 24, 1965, as amended, and as implemented by Department of Labor regulations 41 CFR Chapter 60. The equal opportunity clauses contain the following important provisions:

- nondiscrimination in employment and treatment during employment,
- notices to be posted at the job site,
- equal employment opportunity statement in solicitation and advertising,
- notification to labor unions,
- agreement to comply with all provisions of Executive Order 11246,
- agreement to furnish required reports,
- agreement to permit access to records,
- sanctions and remedies for non-compliance, and
- inclusion of clause in all subcontracts and obligation of Contractor to help enforce it.

## ***CONTRACT REQUIREMENTS***

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor during the performance of this contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor unions or worker's representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the performance of this contract, the Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the equal opportunity clause and all the contract requirements defined herein in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive

Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; *provided, however*, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## CERTIFICATION OF NONSEGREGATED FACILITIES

**General Contractor submits this form when the Contract is signed. Subcontractors must submit this form before beginning work on the project.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

Company Tax Identification Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Is Company (check one)  General Contractor or  Subcontractor on this project?

*As used in this certification, the term "segregated facilities" means any waiting room, work area, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.*

The Contractor certifies that no segregated facilities are or will be maintained or provided for the Contractor's employees at any of the Contractor's establishments, and that the Contractor's employees do not and will not be permitted to perform their services at any location under the Contractor's control where segregated facilities are maintained.

The Contractor further agrees (except if the Contractor has obtained identical certifications from proposed Subcontractors for specific time periods) that, prior to entering into subcontracts which exceed \$10,000 and are not exempt from the Equal Opportunity Clause, the Contractor will

- (1) obtain identical certifications from proposed Subcontractors;
- (2) retain the certification in its files; and
- (3) forward the following notice to proposed Subcontractors (except if the proposed Subcontractors have submitted identical certifications for specific time periods):

"Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities: A Certification of Nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually)."

The Contractor agrees that a breach of this certification or a breach of a Subcontractor's identical certification is a violation of the Equal Opportunity Clause in the Contract. The penalty for making false statements in these certifications is prescribed in 18 U.S.C. 1001.

Signature of Officer or Owner of Company: \_\_\_\_\_

Printed Name and Title of Signatory Above: \_\_\_\_\_