



Contract Review Sheet

Contract #: HE-3539-20

Person Sending: Richard Wirfs

Department: Health and Human Services

Contact Phone #: 503-361-2792

Date Sent: Wednesday, February 10, 2021

Contract Amendment # 2 Lease IGA MOU Grant (attach approved grant award transmittal form)

Title: Temporary Accounting Staffing

Contractor's Name: Robert Half

Term - Date From: Jun 3, 2020 Expires: Jun 30, 2021

Contract Total: \$187,000.00 Amendment Amount: \$75,000.00 New Contract Total: \$262,000.00

Source Selection Method: Cooperative Procurement (attach number) # HGAC Contract #TS07-17

Additional Considerations (check all that apply)

- Board Order# _____
- Incoming Funds
- Independent Contractor (LECS) approval date: _____
- Insurance Waiver (attach)
- CIP# _____ (required for all goods /software greater than \$5,000)
- Feasibility Determination (attach approved form)
- Federal Funds (attach sub-recipient / contractor analysis)
- Reinstatement (attach written justification)
- Retroactive (attach written justification)

Description of Services or Grant Award:

Hiring temporary staff from Robert-Half using the cooperative to assist with Financial Tracking. Using cooperative HGAC Contract #TS07-17

Extending date to June 30, 2021 and adding \$75,000.00 in funding.

FOR FINANCE USE

Date Finance Received: _____ BOC Planning Date: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS:

Finance - Contracts _____ Date _____ Risk Manager _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____

Date _____ To be filed Added to Finance Table

Date _____ Returned to department for signature



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: February 24, 2021

Department: Health & Human Services

Agenda Planning Date: Feb 18, 2021

Time required: 10

Audio/Visual aids

Contact: Rich Wirfs

Phone: 503-361-2792

Department Head Signature: 

TITLE Temporary Accounting Staff

Issue, Description & Background Hiring additional temporary staff from Robert-Half using cooperative to assist with Financial Tracking. Using cooperative HGAC Contract #TS07-17

Financial Impacts: Contract purchase order will increase from 187,000.00 to \$262,000.00

Impacts to Department & External Agencies Health and Human Services anticipates no impact to other departments or agencies.

Options for Consideration: 1. Approve Contract Purchase Order 882913. 2. Deny Contract Purchase Order 882913. 3. Take no action at this time.

Recommendation: Health and Human Services recommends approval of Contract Purchase Order 882913 at this time.

List of attachments: Contract Purchase Order 882913.

Presenter: Ryan Matthews, Administrator

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Rich Wirfs; rWirfs@co.marion.or.us

JUSTIFICATION FOR NONCOMPETITIVE PROCUREMENT

Pursuant to 2 C.F.R. § 200.320(f)

CMS No. HE-3539-20

** Amended 2/10/2021 **

County-Wide

Department Only

Submitted By: Richard Wirfs

Date: [December 16, 2020] February 10, 2021

Estimated Total Value of Contract: [\$95,000.00] \$170,000.00 **Duration of Contract:**
[February 28, 2021] June 30, 2021

Subject of Contract: Accountemps- A Robert Half Company for Temporary Accounting Staff for Tracking COVID-19 Expenditures

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:

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

2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.

The County will hire temporary staffing to assist County staff with the tracking of COVID-19 related expenditures. The rate of the selected temporary employee is \$72.85 per hour with overtime being billed at 1.5 times the rate. The projected need for the temporary employee will be through [December 31, 2020] June 30, 2021. Individual will be working 40 hours per week with the high potential for overtime. The estimated cost for services through [February, 28, 2021] June 30, 2021 is [\$95,000.00]. \$170,000.00.

3. Explain why a noncompetitive procurement is necessary. The justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).

In order to reduce further delay through use of a solicitation, the County will take advantage of a cooperative agreement offered by Houston-Galveston Area Council (HGAC). The Accountemps/Robert-Half Company firm can be found under HGAC Contract #TS07-17.

4. State how long the noncompetitively procured contract will be used for the defined scope of work, and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency

circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

The County projects needing the temporary staffing through [February 28, 2021] June 30, 2021. With the HGAC cooperative agreement already in place, the County chose to take advantage of available firm staffing and pricing.

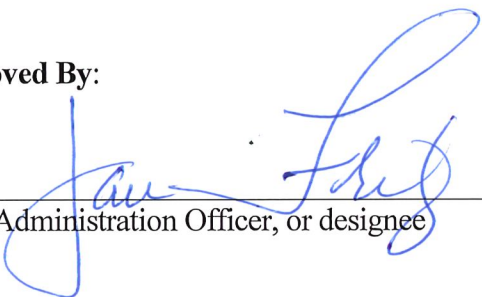
5. Describe the specific steps taken to determine that full-and-open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).

With the HGAC cooperative agreement in place, the County chose to proceed with the services offered through the agreement. The cooperative agreement allowed the County to temporarily hire the individual and quickly allow them to begin tracking COVID-19 expenses to effectively meet our needs.

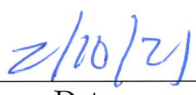
6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why.

There are no apparent conflicts of interest within this procurement. The firm was selected due to availability through a national cooperative agreement and local office that the County could interact with.

7. Include any other information justifying the use of noncompetitive procurement in the specific instance.

Approved By:


Chief Administration Officer, or designee



Date

Reviewed By:


Contracts & Procurement



Date



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

ROBERT HALF INTERNATIONAL INC
PO BOX 743295
LOS ANGELES, CA 90074-3295 United States

Purchase Order		
Purchase Order No	Revision	Page
882913	3	1
Ship To:		
Marion County Health and Human Services 3180 Center Street Ne Salem, OR 97301 United States		
Bill To:		
Marion County Health and Human Services 3180 Center Street Ne Salem, OR 97301 United States		

Customer Acct No	Supplier No 549657	Order Date / Buyer 25-JUN-20 R Wirfs	Revised Date / Buyer 10-FEB-21 R Wirfs
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	Purchase Agreement Effective From: 03-JUN-20 To: 30-JUN-21 Amount Agreed: \$262,000.00 Agreement is for Temp Staffing at Health & Human Services. There are (2) costings associated with this agreement. (COVID & Non-COVID) Non-COVID Portion: Remains at \$92,000 of this Purchase Order. COVID Portion: Increase funds from \$95,000 of this Purchase Order to \$170,000.					
Total						\$262,000.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By:

MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

Marion County
Subrecipient vs. Contractor Analysis
2/222/2021

INSTRUCTIONS:

This checklist is designed to assist departments who subcontract federal funds to determine if the subcontractor is considered a subrecipient or a contractor. Using the questions below **and** the definitions on the second tab, determine if the entity the county is contracting with is considered a subrecipient or a contractor. The Section references are from Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (i.e. Uniform Guidance, e-CFR). (If it is still unclear on whether the entity is a subrecipient or contractor, see "Use of judgment" on definitions tab or contact Debbie Gregg in Finance - ext. 3282.)

FEDERAL AWARD INFORMATION

Federal Agency Name (i.e. Department of Health and Human Services)	TBD/Coronavirus Relief Fund
Federal Award Number (and/or CFDA #)	21.019
Pass-Through Entity Name (if applicable) (i.e. Oregon Health Authority)	Oregon Health Authority
Original Contract or Grant Agreement Number (i.e. IGA OHA #148022)	OHA IGA#159174; Amendment 9
County GL Number (DIPS, Acct, Project)	
Subrecipient or Contractor Name (Entity Receiving Funds from County)	Robert Half, Inc
Individual Completing the Form	Richard Wirfs
Other Information	

CHECKLIST

Part 1- Subrecipient

Criteria	Yes/No	Comment
1-1. Does the entity receiving the funds from the County have a substantial amount of authority for making decisions about program service delivery and/or determine who is eligible to receive the assistance or participate in the program?	No	
1-2. Does the contract or agreement include performance requirements that are measured against whether the objectives of the federal program are met? Are regular performance reports required?	No	
1-3. Is the entity that receives the funds from the County reimbursed for actual costs incurred for allowable activities (as outlined in the contract)?	No	
1-4. Does the contract or agreement with the entity receiving the funds from the County state that the entity is to comply with all applicable federal program compliance requirements (i.e. A-133 or Uniform Guidance)?	Yes	
1-5. Are the federal funds being used to carry out a program objective of the entity receiving the funds from the County (as opposed to providing goods or services for a program of the County)?	No	
1-6. Is the entity receiving the funds from the County required to contribute its own non-federal cost sharing/matching requirement to help pay for the federal program?	No	
1-7. Is the entity receiving the funds from the County not in the business of earning a profit (i.e. not-for-profit, local government)?	No	

Marion County
Subrecipient vs. Contractor Analysis
2/222/2021

Part 2 -Contactor/Vendor

Criteria	Yes/No	Comment
2-1. Is the entity providing goods or services within its normal business operations?	Yes	
2-2. Does the entity provide similar goods or services to many different purchasers?	Yes	
2-3. Is the entity in the business of earning a profit?	Yes	
2-4. Are the goods or services provided ancillary or secondary to the objective of the Federal program?	No	
2-5. Is there a set 'fee-for-service' or fixed price cost to the contract (\$ per hour/\$ per good)?	Yes	Hourly rate for services
2-6. Does the contract define a scope of work for which the County will pay the entity or identifies what the County is purchasing?	Yes	
2-7. There is no language in Contract that states the entity is required to comply with all applicable federal or Single Audit compliance requirements.	No	

Part 3 - Analysis

As necessary, add additional analysis here when making the determination.

Conclusion

Based on the **preponderance** of the "Yes" answers and discussion with appropriate personnel, the entity has been determined to be a: (check one)

Subrecipient: (a)

Contractor: X (b)

(a) If determination is a subrecipient, department will need to complete: 1) Subrecipient Risk Assessment on the Subrecipient Monitoring Checklist* and 2) Exhibit B - Federal Funding Information for Subrecipients*

(b) If determination is a contractor, department will need to comply with purchasing threshold requirements - see section on Contracts Involving Federal Awards in the Contracts and Purchasing Procedures Manual**

*Checklist can be found on Marion County Intranet/Finance Department/Grants

**Manual can be found on Marion County Intranet/Finance Department/Contract Management & Purchasing/Procedures

SAM Search Results
List of records matching your search for :

Search Term : ROBERT HALF INTERNATIONAL INC*
Record Status: Active

ENTITY	ROBERT HALF INTERNATIONAL INC.	Status: Active
DUNS: 785261715	+4:	CAGE Code: 4KMK3 DoDAAC:
Expiration Date: 07/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2884 SAND HILL RD STE 200		
City: MENLO PARK	State/Province: CALIFORNIA	
ZIP Code: 94025-7072	Country: UNITED STATES	
ENTITY	ROBERT HALF INTERNATIONAL INC.	Status: Active
DUNS: 785227302	+4:	CAGE Code: 4KLV6 DoDAAC:
Expiration Date: 07/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2884 SAND HILL RD STE 200		
City: MENLO PARK	State/Province: CALIFORNIA	
ZIP Code: 94025-7072	Country: UNITED STATES	
ENTITY	ROBERT HALF INTERNATIONAL INC.	Status: Active
DUNS: 785226387	+4:	CAGE Code: 4KLW0 DoDAAC:
Expiration Date: 07/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2884 SAND HILL RD STE 200		
City: MENLO PARK	State/Province: CALIFORNIA	
ZIP Code: 94025-7072	Country: UNITED STATES	
ENTITY	ROBERT HALF INTERNATIONAL INC.	Status: Active
DUNS: 043256403	+4:	CAGE Code: 3FZR0 DoDAAC:
Expiration Date: 07/08/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2884 SAND HILL RD STE 200		
City: MENLO PARK	State/Province: CALIFORNIA	
ZIP Code: 94025-7072	Country: UNITED STATES	

ENTITY	ROBERT HALF INTERNATIONAL INC.	Status: Active
DUNS: 785267365	+4:	CAGE Code: 4KML1 DoDAAC:
Expiration Date: 07/08/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2884 SAND HILL RD STE 200		
City: MENLO PARK	State/Province: CALIFORNIA	
ZIP Code: 94025-7072	Country: UNITED STATES	
ENTITY	ROBERT HALF INTERNATIONAL INC.	Status: Active
DUNS: 785193553	+4:	CAGE Code: 082Z2 DoDAAC:
Expiration Date: 07/08/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2884 SAND HILL RD STE 200		
City: MENLO PARK	State/Province: CALIFORNIA	
ZIP Code: 94025-7072	Country: UNITED STATES	
ENTITY	ROBERT HALF INTERNATIONAL INC.	Status: Active
DUNS: 785207916	+4:	CAGE Code: 4KLU1 DoDAAC:
Expiration Date: 07/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
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City: MENLO PARK	State/Province: CALIFORNIA	
ZIP Code: 94025-7072	Country: UNITED STATES	
ENTITY	ROBERT HALF INTERNATIONAL INC.	Status: Active
DUNS: 785206652	+4:	CAGE Code: 4KLS8 DoDAAC:
Expiration Date: 07/08/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2884 SAND HILL RD STE 200		
City: MENLO PARK	State/Province: CALIFORNIA	
ZIP Code: 94025-7072	Country: UNITED STATES	

JUSTIFICATION FOR NONCOMPETITIVE PROCUREMENT

Pursuant to 2 C.F.R. § 200.320(f)

CMS No: HE-3539-20 Amend. #1

County-Wide

Department Only

Submitted By: *Richard Wirfs*

Date: [June 16, 2020] December 16, 2020

Estimated Total Value of Contract: *\$95,000.00*
February 28, 2021

Duration of Contract: *[Dec 31, 2020]*

Subject of Contract: *Accountemps- A Robert Half Company for Temporary Accounting Staff for Tracking COVID-19 Expenditures*

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:

- 1. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation*

2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.

The County will hire temporary staffing to assist County staff with the tracking of COVID-19 related expenditures. The rate of the selected temporary employee is \$72.85 per hour with overtime being billed at 1.5 times the rate. The projected need for the temporary employee will be through December 31, 2020. Individual will be working 40 hours per week with the high potential for overtime. The estimated cost for services through [December, 31, 2020] February 28, 2021 is \$95,000.00

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In order to reduce further delay through use of a solicitation, the County will take advantage of a cooperative agreement offered by Houston-Galveston Area Council (HGAC). The Accountemps/Robert-Half Company firm can be found under HGAC Contract #TS07-17.

4. State how long the noncompetitively procured contract will be used for the defined scope of work, and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

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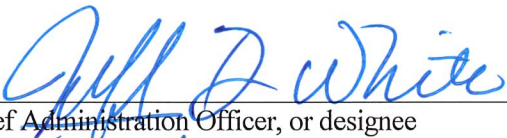


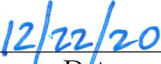
With the HGAC cooperative agreement in place, the County chose to proceed with the services offered through the agreement. The cooperative agreement allowed the County to temporarily hire the individual and quickly allow them to begin tracking COVID-19 expenses to effectively meet our needs.

6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why.

There are no apparent conflicts of interest within this procurement. The firm was selected due to availability through a national cooperative agreement and local office that the County could interact with.

7. Include any other information justifying the use of noncompetitive procurement in the specific instance.

Approved By:

 _____ Chief Administration Officer, or designee	 _____ Date
 _____ Contracts & Procurement	 _____ Date

JUSTIFICATION FOR NONCOMPETITIVE PROCUREMENT

Pursuant to 2 C.F.R. § 200.320(f)

CMS No. HE-3539-20

County-Wide

Department Only

Submitted By: Richard Wirfs

Date: June 16, 2020

Estimated Total Value of Contract: \$95,000.00 **Duration of Contract:** Dec 31, 2020

Subject of Contract: Accountemps- A Robert Half Company for Temporary Accounting Staff for Tracking COVID-19 Expenditures

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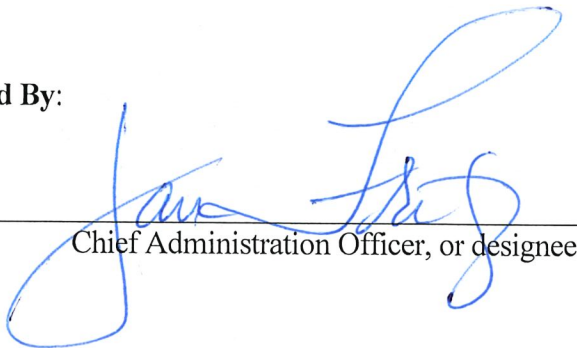
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7. Include any other information justifying the use of noncompetitive procurement in the specific instance.

Approved By:



Chief Administration Officer, or designee

6/23/20

Date



Appendix II

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

(J) See §200.322 Procurement of recovered materials.

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