SUBJECT: FIRE STATION WIND RETROFIT BAY DOORS

BID #: XF-0496-20 **OPEN DATE:** 10/28/2020

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – ONE-TIME PURCHASE

AGENCY: JACKSONVILLE FIRE RESCUE DEPARTMENT

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 10 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject bid was opened on 10/28/20 with one response received from ONAS Corporation. Recommend approval to reject ONAS Corporation for not returning the Bid Proposal Form, Attachment A – Form 1, and Attachment A – Form 2 as was required.

This solicitation will be reissued on a later date.

ATTACHMENTS: Recommendation Memo, Rejection Letter, Bid Tabulation, Terms & Conditions, Specifications

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: KEITH POWERS, DIRECTOR/FIRE CHIEF, JACKSONVILLE FIRE RESCUE DEPARTMENT

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FIRE AND RESCUE DEPARTMENT

November 2, 2020

To: Gregory W. Pease, Division Chief, Procurement Division

From: Keith Powers, Director/Fire Chief

Subject: XF-0496-20 Fire Station Wind Retrofit Bay Doors

Subject bid was opened on October 28, 2020 with one response received from ONAS Corporation. Recommend approval to reject ONAS Corporation for not returning the Bid Proposal Form, Attachment A – Form 1, and Attachment A – Form 2 as was required.

This solicitation will be reissued on a later date.

Thank you for your assistance and consideration in this matter.

PROCUREMENT DIVISION

NOTIFICATION OF RECOMMENDED BID REJECTION

DATE: OCTOBER 29, 2020

VIA EMAIL: BANDELE@ONASCORPORATION.COM

BIDDER'S NAME: ONAS CORPORATION

ADDRESS: 2050 UNIVERSITY BOULEVARD NORTH, JACKSONVILLE, FL 32211

CONTACT NAME: BANDELE ONASANYA

BID NO: XF-0496-20

TITLE: FIRE STATION WIND RETROFIT BAY DOORS

DATE OPENED: OCTOBER 28, 2020

REASON FOR RECOMMENDED BID REJECTION: FOR BEING NONRESPONSIVE; SPECIFICALLY, FOR NOT RETURNING THE BID PROPOSAL FORM, ATTACHMENT A – FORM 1, AND ATTACHMENT A – FORM 2.

IF YOU WISH TO PROTEST THE RECOMMENDED REJECTION OF THIS BID, PLEASE RESPOND IN ACCORDANCE WITH THE CITY OF JACKSONVILLE'S BID PROTEST PROCEDURES. PLEASE DIRECT YOUR PROTEST TO DAVID KLAGES, PURCHASING ANALYST, AT EMAIL ADDRESS DKLAGES@COJ.NET. THIS ACTION IS SCHEDULED FOR THE GENERAL GOVERNMENT AWARDS COMMITTEE MEETING ON **THURSDAY, NOVEMBER 5, 2020 AT 1:00 P.M.**

BUYER'S SIGNATURE: _____
DAVID KLAGES, PURCHASING ANALYST

BID TABULATION

Title:	FIRE STATION WIND RETROFIT BAY DOORS	**ONAS CORPORATION**
Bid No:	XF-0496-20	
Open Date:	OCTOBER 28, 2020	
Analyst:	DAVID KLAGES	
No. Invited:	(10) **No. Received:** (1) **Other:** (0)	
Recorded By:	JOHN HERNANDEZ	
Item #	**Description**	**Price**
1	Fire Station #15 6403 N. Pearl Street, Jacksonville, FL 32208 Quote per detailed specifications in Scope of Work.	Not Stated
2	Fire Station #17 710 Huron Street, Jacksonville, FL 32254 Quote per detailed specifications in Scope of Work.	Not Stated
3	Fire Station #25 5423 Manor Drive, Jacksonville, FL 32210 Quote per detailed specifications in Scope of Work.	Not Stated
4	Fire Station #27 6241 Fort Caroline Road, Jacksonville, FL 32277 Quote per detailed specifications in Scope of Work.	Not Stated
5	Fire Station #36 2926 Lippia Road, Jacksonville, FL 32209 Quote per detailed specifications in Scope of Work.	Not Stated
6	Fire Station #42 2948 Delor Drive, Jacksonville, FL 32223 Quote per detailed specifications in Scope of Work.	Not Stated
7	Fire Station #48 9647 Blount Island Drive, Jacksonville, FL 32226 Quote per detailed specifications in Scope of Work.	Not Stated
8	Fire Station #56 13364 Aeronautical Circle, Jacksonville, FL 32221 Quote per detailed specifications in Scope of Work.	Not Stated
	Total Base Bid (Lines 1 - 8):	**XXXXX**
	Terms:	Not stated.
	Delivery:	Not stated.
	Signed Bid Form:	Yes
	Bid Proposal Form:	No
	Conflict of Interest Certificate:	Yes
	Insurance Agent Acknowledgement Form	Yes
	Form 1 – Debarment (Attachment A):	No
	Form 2 – Lobbying (Attachment A):	No

NOTE: Only bidder (ONAS Corporation) did not return the Bid Proposal Form, Attachment A - Form 1, or Attachment A - Form 2 and is therefore non-responsive.

TERMS AND CONDITIONS

FIRE STATION WIND RETROFIT BAY DOORS

SCOPE
The City of Jacksonville's Fire and Rescue Department is currently accepting bids to obtain a source of supply for the items/services as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these items/services and to obtain pricing commitments for Fire Station Wind Retrofit Bay Doors as listed in the bid documents.

AWARD
Award will be **ALL or NONE** to the lowest responsive, responsible bidder. Bidders must bid on **all** items to be considered for award. The City reserves the right to reject any or all bids. All awards are subject to the availability of funds.

TERM OF AGREEMENT
One-time project. Work must be started within two (2) weeks of issuance of Purchase Order and project must be completed no later than December 31, 2020.

MINIMUM REQUIREMENTS
Bidders must comply with the following requirements; failure to comply with either of these requirements may be grounds for rejection:

a. Registered to conduct business in the State of Florida at time of bid submittal.
b. Businesses located within Duval County must provide a Local Business Tax License.

STATE CONTRACTS
The City reserves the right to utilize contracts established by the State of Florida and/or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

QUANTITIES
Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to add or delete items, to increase the volume of services required, or not to make any purchase against this bid if it so deems necessary at any time during the contract period. The City shall provide the awarded supplier with reasonable notice of any such changes.

DELIVERY
Various Fire Station locations in Jacksonville, FL as outlined in the Bid Specifications. Gary Daly (904) 334-9967 will be the point of contact. A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, and unit of measure.

NO deliveries shall be made without prior authorization via Purchase Order.

ESCALATION/DE-ESCALATION
All pricing submitted shall remain firm.

PRICES
All unit prices shall remain firm for the term of the award and shall include freight, delivery, and handling charges to the delivery location(s). In case of errors, unit prices will govern. Proposals in which the prices obviously are unbalanced will be rejected.

PICK UP AND RETURNS
The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within forty-eight (48) hours of notification at no charge to the City or its agencies.

COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. **Multiple offerings, alternates (unless stated) and/or stipulations may be cause for bid rejection.** Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: Purchase Order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202. **No partial payments will be allowed. Payment of invoice will be processed after the City Buildings Department and State of Florida have certified the project has complied with the specifications.**

INSURANCE/INDEMNIFICATION

Awarded supplier shall maintain, for the entire term of award, current insurance coverage as stated in the bid documents – **see Exhibits A & B.** The awarded supplier will be required to submit a copy of the insurance certificate within ten (10) calendar days after receipt of award notification. Failure to submit required certification of insurance will be grounds for rejection of bid award. Bid number shall be listed on Insurance Certificate.

REPORTING

The City may request, during the term of award, reports including but not limited to: usage, pricing, and delivery. Awarded supplier will be required to provide reports requested in hard copy and electronic format as requested.

SUPPLIER ACCESSIBILITY

The City of Jacksonville or its representative must be able to contact, during normal business hours, by telephone or email, any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

FIRE STATION WIND RETROFIT BAY DOORS

Labor and Materials to Wind Retro-fit bay doors at Fire Stations #15, 17, 25, 27, 36, 42, 48, 56 in Jacksonville, Florida. Vendor must visit each location to verify bay door dimensions, as well as quantities.

Below is the list of Fire Stations to be fitted with bay doors per detailed Scope of Work.

1. Fire Station #15: 6403 N. Pearl Street, 32208
2. Fire Station #17: 710 Huron Street, 32254
3. Fire Station #25: 5423 Manor Drive, 32210
4. Fire Station #27: 6241 Fort Caroline Road, 32277
5. Fire Station #36: 2926 Lippia Road, 32209
6. Fire Station #42: 2948 Delor Drive, 32223
7. Fire Station #48: 9647 Blount Island Boulevard, 32226
8. Fire Station #56: 13364 Aeronautical Circle, 32221

The project shall wind retrofit the Fire Stations from wind-blown debris resulting from high wind storms, which shall allow the function of the structures to continue, following a severe wind event Each fire station shall be retrofitted with hurricane rated bay doors to prevent wind damage to the fire stations and the valuable equipment and fire apparatus inside each structure.

All installation shall be done in strict compliance with the Florida Building Code and all materials shall be certified to meet the Large Missile Impact Standards.

Detailed specifications for work to be performed at each station are listed in the Scope of Work. Vendors must have a State Certification and need to complete Debarment Form before they can be awarded any work. All work must pass City Building codes and be certified the project has complied with standards. No payment for work will be made until after the City of Jacksonville Building Department and the State of Florida have inspected and approved work completed.

This is FEMA project number **4283-85-R** and is funded under HMGP; FEMA-Matthew 4283-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structure(s) to continue following a severe wind event. The structure shall upgrade to meet Florida Building Code and/or Miami Dade Requirements, includes all exterior openings (must protect against 132 MPH winds or the wind speed protection indicated effective by the Florida Building Code and/or Miami Dade Requirements at the time the permits are issued). All labor and material for these projects are to be furnished by the vendor.

Scope of Work:
All labor and material for these projects are to be furnished by the vendor. Mill finish perforated panels must be Bertha or equivalent.

Remove existing doors in a scheduled manner not to leave facility unsecured overnight. Vendor must coordinate all scheduling with JFRD Facilities Manager.

Haul off all removed existing doors. Owner has option to keep doors and store for future use. This will be determined at time of removal on site by site basis.

Install new overhead doors:

- Must meet Large Missile Impact Resistance

- Raynor S24 Steel Form NOA (NO. 17-1026.18) (Non-insulated) or Equivalent
- 3 inch continuous tracks
- High Cycle Springs (30K)
- No windows in any sections.

Remove, reconnect, and adjust existing operators and all components (safety edges and photo eyes). Reset all remote controls if necessary.

All work will be permitted and inspected by City of Jacksonville (COJ) Building Department.

- Vendor will be responsible for the obtaining and cost of all permits.
- Permits must be posted at each location and vendor responsible for scheduling of inspections. All installations will be done in compliance with the Florida Building Code.

Vendor must provide manufacturers' supporting documentation with bid.

Vendor must provide 24 hour emergency repair service with a four (4) hours or less response time. This is in the event of any manufacturer defects (cable or spring braking, plus any other door parts which will prevent door from operating).

Warranty on doors will be 1 year on components including panels which will commence after final inspection by COJ Building Department.

Vendor should visit each location to verify door dimensions.

Below is list of Fire Station locations and door quantities for this project.

1. Fire Station # 15 - 6403 N Pearl St, 32208

Remove (1) rolling steel apparatus bay doors and replace with Miami - Dade approved (large missile impact). Install (1) RAYNOR Steel Form S24 non-insulated rolling steel doors. Reconnect existing operators to new bay door. Site visit required to verify door sizes.

2. Fire Station # 17 - 710 Huron St, 32254

Remove (1) rolling steel apparatus bay doors and replace with Miami - Dade approved (large missile impact). Install (1) RAYNOR Steel Form S24 non-insulated rolling steel doors. Reconnect existing operators to new bay door. Site visit required to verify door sizes.

3. Fire Station #25- 5423 Manor Drive, 32210

Remove (2) rolling steel apparatus bay doors and replace with Miami - Dade approved (large missile impact). Install (2) RAYNOR Steel Form S24 non-insulated rolling steel doors. Reconnect existing operators to new bay door. Site visit required to verify door sizes

4. Fire Station # 27 - 6241 Fort Caroline Rd. 32277

Remove (2) rolling steel apparatus bay doors and replace with Miami - Dade approved (large missile impact). Install (2) RAYNOR Steel Form S24 non-insulated rolling steel doors. Reconnect existing operators to new bay door. Site visit required to verify door sizes

5. Fire Station # 36 - 2926 Lippia Rd, 32209

Remove (2) rolling steel apparatus bay doors and replace with Miami - Dade approved (large missile impact). Install (2)

RAYNOR Steel Form S24 non-insulated rolling steel doors. Reconnect existing operators to new bay door. Site visit required to verify door sizes

6. Fire Station #42- 2948 Delor Drive, 32223

Remove (4) rolling steel apparatus bay doors and replace with Miami - Dade approved (large missile impact). Install (4) RAYNOR Steel Form S24 non-insulated rolling steel doors. Reconnect existing operators to new bay door. Site visit required to verify door sizes

7. Fire Station # 48 - 9647 Blount Island Blvd, 32226

Remove (4) rolling steel apparatus bay doors and replace with Miami - Dade approved (large missile impact). Install (4) RAYNOR Steel Form S24 non-insulated rolling steel doors. Reconnect existing operators to new bay door. Site visit required to verify door sizes

8. Fire Station #56- 13364 Aeronautical Circle, 32221

Remove (4) rolling steel apparatus bay doors and replace with Miami - Dade approved (large missile impact). Install (4) RAYNOR Steel Form S24 non-insulated rolling steel doors. Reconnect existing operators to new bay door. Site visit required to verify door sizes.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section1609 for which the specimen is to be tested.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made. Contractor must provide Certification Regarding Debarment, Suspension, ineligibility and voluntary exclusion.

The vendor shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances will jeopardize payment.

Upon completion of the work, the City of Jacksonville shall schedule and participate in a final inspection of the completed project by the local municipal building department (official). The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. The vendor shall correct any deficiencies found during this final inspection prior to payment for services.

Upon completion of the project, the vendor shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Copy of permit(s), notice of commencement.
b) Local Building Official Inspection Report and Final Approval.
c) Signed and sealed copy of the As-built plans, as applicable.
d) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope, as applicable.
e) Certified Letter of Completion, as applicable –
    i. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    ii. Certify Compliance with all applicable codes.
f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
g) Proof of compliance with Project Requirements and Conditions contained herein.

As this project is funded in part by federal Hazard Mitigation Assistance program funds, any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Florida Division of Emergency Management (the Division) and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

Mandatory Contract Provisions
Provisions:
Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. The City of Jacksonville provides the following list of sample provisions that may be required:

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) 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 (42 U.S.C. 6201).

(I) 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 Excluded Parties List System 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." The Excluded Parties List System in SAM 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.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more 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.

(K) See § 200.322 Procurement of recovered materials.

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