REQUEST FOR PROPOSALS (RFPs)
FOR EMERGENCY MANAGEMENT CONSULTING AND CONTRACT SERVICES
FOR RESPONSE, RECOVERY, MITIGATION, PREPAREDNESS, AND PLANNING
For the Baldwin County Commission

The Baldwin County Commission (hereinafter referred to as “County”) is seeking proposals from qualified vendors/consultants/contractors to provide emergency management consulting and contract services for response, recovery, mitigation, preparedness. The selected provider will be responsible for the delivery of requested administrative work, assistance with the interpretation and application of applicable laws, policies, rules, regulations, and guidance provided or mandated by the Federal Emergency Management Agency, Alabama Emergency Management Agency, and the Baldwin County Commission as defined in this Request for Proposals (RFP). It is the intent of the Baldwin County Commission to award the work defined in this RFP to one provider based on qualifications, experience, and the ability of the responding entities to meet the needs of the Baldwin County Commission and its Emergency Management Agency as specified in this RFP.

EMERGENCY MANAGEMENT CONSULTING AND CONTRACT SERVICES FOR RESPONSE, RECOVERY, MITIGATION, PREPAREDNESS, AND PLANNING

The Baldwin County Emergency management Agency, a department of the Baldwin County Commission, issues this Request for Proposal (RFP) for emergency management disaster response, recovery, mitigation, and preparedness services for activities and programs pertaining to Hurricane Sally. The selected Proposer will be responsible for delivery of services and support on an as needed basis, with Baldwin County reserving the right to select the services needed for a task, program, or function, based on the capabilities of staff and the level of augmentation and support needed. Services must be requisitioned and agreed upon by Baldwin County Commission Department requesting the service, Baldwin County Purchasing Director and Clerk/Treasurer, and Consultant/Contractor prior to rendering and invoiced as completed. Services for any new declared major disasters needs to be approved by the Baldwin County Commission prior to any work beginning. The approval process above should apply to any new Federally declared disaster declarations.

Submission Procedures, Requirements

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals with one (1) signed original, two (2) complete copies with all of the information included, and one (1) electronic copy on a flash drive in .PDF format and shall be capable of being copied to other sources no later than October 30, 2020, by 2:00 p.m. CST. Hand deliveries must be during office hours of 8:00 a.m. to 4:30 p.m., Monday through Friday to the address below for the Baldwin County Purchasing Department. Alternately, proposals must be submitted no later than the due date and time stated above. Respondents are instructed NOT to fax or email their proposal. Fax or emailed proposals will not be accepted. All proposals submitted MUST BE MARKED with the RFP and TITLE, with the
Firm or Company Name and mailing address.

**Proposals should be delivered or mailed to:**

Wanda Gautney, Purchasing Director
312 Courthouse Square, Suite 15 (mailing)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
Phone: (251) 580-2520

Respondents are cautioned that they are solely responsible for delivery of their proposal. If your bid, proposal, or quotation is delivered by an express mail carrier, or hand delivered it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address. Late proposals will not be opened. It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the County on time. The County shall not be responsible for late deliveries or delays. All proposals will be opened publicly.

Proposals must be signed by an individual authorized to bind the Respondent to the provisions of the RFP and shall remain in full force and effect for ninety (90) days following the date of such opening.

The County may, at its option, request formal presentations of one or more Respondents. Respondent shall be available for a formal presentation, if requested by the County, at a time and place determined by the County. The County will assume no responsibility for any such costs incurred by the Respondent associated with the Respondent’s attendance at a formal presentation.

Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with State of Alabama Freedom of Information Act.

**Inquiries and Questions**

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Director, at wgautney@baldwincountyal.gov no later than 2:00 P.M., Central Standard Time, on Monday, October 26, 2020.

**Contract Period**

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Vendor, renew the contract for up to two (2) additional years (2021 and 2022), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2019 contract with its intend to extend the contract. The prices for 2020 shall also apply to the extension period(s).
**Prime Vendor Responsibilities**

Vendor will assume responsibility for delivery of services and application performance, regardless whether or not the Vendor subcontracts any of these items and services. The Vendor will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Vendor will be totally responsible for all obligations outlined under this RFP.

**Hold Harmless Provision**

The vendor shall at all times indemnify and save harmless the County and its Departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

**Service Provider Qualifications**

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

All vendors, contractors and grantees are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission’s Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov).

All vendors must provide proof of proper certification of authority, and any required registration, to transact business in the State of Alabama, in order to perform work for the Baldwin County Commission. Bidder’s Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All Bidders that qualify as a Disadvantaged Business Enterprise (DBE) much provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website [www.baldwincountyal.gov](http://www.baldwincountyal.gov). A Disadvantaged Business Enterprise or DBE means a for profit small business that (1) is at least 51% owned by one or
more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**Contractors and Subcontractors and Insurance**

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has not been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

**Compensation Insurance**

The Contractor shall procure and shall maintain during the life of this contract Workers’ Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

**Consultant/Contractor’s Public Liability and Property Damage Insurance**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability.

Insurance shall be contractual general liability $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 per occurrence bodily injury and property damage; $5,000 per person medical payments or medical expense; $500,000.00 personal and advertising injury; $50,000.00 fire damage (any one firm); $1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

**Proposal Format**

Respondents must respond in the format described below. Failure to submit this information will render your proposal non-responsive.

**Qualifications of the Firm**
(1) The Respondent shall provide a narrative of the firm’s qualities and capabilities that demonstrates how the firm with work with the County to fulfill the requirements of the work and assistance described in this RFP. Describe the firm’s methods of providing the Disaster Response, Recovery, Mitigation, Planning, and Preparedness Administrative and Support Services outlined within the Scope of Work.

(2) Relevant Experience – Recent experience demonstrating current capacity and expertise in assisting local governments in obtaining reimbursement from state and federal agencies following disaster events.

(3) Past Performance on Similar Projects - Provide at least three references for which the firm or its proposed staff has performed disaster grant management and administrative services as prime contractor that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

(4) Project Approach – Describe the approach and methodology it will use to accomplish the work herein. The project approach shall include information on schedule and availability where applicable.

(5) Cost-center Tracking: The services provided under this contract may be eligible for reimbursement as administrative costs from FEMA. To maximize the County's ability to recover the cost of services provided under this contract, the firm may be required to track time on a project by project basis. Invoices submitted to the County for payment must reflect this project by project breakdown and must provide sufficient backup documentation to ensure reimbursement eligibility.

Qualifications of Staff

Describe the composition and structure of the firm and include the organizational structure of the firm and the names of the executive leadership of the firm.

Key Staff – The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract and a summary of staff qualifications. Provide resume representative of staff likely to be assigned to this project.

An organizational chart and management plan should be included in this section. The Respondent shall also include minimum qualifications for each class of employee of the project team and identify his or her role on the team. Include in this section the location of the main office and the location of the office proposed to work on this project.

Technical Approach

Provide a description of the Respondent’s approach to the project, to include startup procedures or requirements.

Cost Proposal

Each Respondent must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor costs will be billed to the County at cost without
Selection Criteria

The following weighted criteria will be utilized to select the consultant awarded this contract.

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Points</th>
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<tbody>
<tr>
<td>Firm Scope and Capacity</td>
<td>20</td>
</tr>
<tr>
<td>Firm Qualifications on Similar Projects including references. Coastal Community/County Experience Preferred</td>
<td>20</td>
</tr>
<tr>
<td>Staff Qualifications and Experience including demonstration of knowledge of FEMA regulations and procedures.</td>
<td>20</td>
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<tr>
<td>Project Understanding and Approach</td>
<td>20</td>
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<tr>
<td>Knowledge of and Past Work Experience for the State and local resources.</td>
<td>10</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
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</tbody>
</table>

Scope of Services

Background

In the aftermath of a major disaster, the County seeks to protect its interests by securing the services of a qualified disaster recovery consultant as outlined in the following scope of work. The County recognizes that its facilities or operations are damaged and disrupted by a major disaster, and its existing employees and systems need assistance with necessary disaster response and recovery work. In order to ensure a rapid recovery and post disaster redevelopment process, the County may require the services of qualified, experienced professionals to aid in the preparation of documents relating to emergency management plans and state and federal grant application, award, and management processes.

Scope of Work

The consulting firm/contractor will provide experienced personnel and resources to complete the following activities:

(1) Applicants Briefing and Scoping Meeting. Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions.
(2) Technical Assistance. Provide general financial management advice and assistance including but not limited to:

- Develop and support the ongoing activity of a disaster recovery team to aid the County in the FEMA Public Assistance process.
- Provide advice as to the disaster recovery team as appropriate and participate in meetings.
- Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State and FEMA with regard to any issues which may arise; and

(3) Correspondence. Aid in the preparation of correspondence to the State agencies and FEMA on behalf of the County as necessary.

(4) Assist with program management planning and periodic reports depicting the status of grant management progress and participate in status meetings, as necessary.

(5) Inspection/Damage Assessment. Inspect disaster related damage to eligible facilities, identity eligible emergency and permanent work (Categories A through G) and review records of emergency expenses incurred by the County.

(6) Document. Ensure all eligible damages have been quantified and presented to Federal Inspectors/Project Officers.

(7) Financial Tracking. Categorize, record, track and document costs on approved forms in support of the financial reimbursement process.

(8) Financial Management. Assistance in requesting Immediate Needs Funding or Grants Based on Estimates; Development and tracking of plans for Cash flow management and disbursements by State/FEMA; Insurance evaluation, documentation adjusting and settlement services; Tracking project progress, expenditures, reimbursement requests and receipts.

(9) Project Worksheet. Prepare Project Worksheets for Categories A through G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the County; Attend all meetings with the County, State and FEMA (and/or other Federal agencies) to assist in negotiating individual Project Worksheets as needed.

(10) Reporting. Compile and summarize in FEMA approved format Categories A through G costs for presentation to FEMA and the State and inclusion in project worksheets.

(11) Provide assistance to County departments having difficulty with their claims.

(12) Ensure the County meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc.
(13) Appeal. If the County disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals; Provide fully qualified counsel to the County in support of any legal action required as the result of an appeal.

(14) Closeout. Aid in the preparation of documentation for, and represent the County in, all project closeout activities, Participate in exit conferences with the County, State, and FEMA.

(15) Audit. Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.

(16) Hazard Mitigation Services (including FEMA (Stafford Act sections 403, 404, 406, and 428 sections and knowledge thereof): Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects (Section 404 and 406). Develop hazard mitigation proposals, cost benefit analysis (BCA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation such as the Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure in Communities (BRIC) programs, and other mitigation programs.

(17) Other Grant Management Assistance: Provide other state and federal grant management services as needed for declared disasters as approved by Baldwin County Commission. Assist the County with the management and administration of other federal grant management programs not identified above.

(18) Assistance with Individual Assistance information, publications, advertising, and coordination of community knowledge.

(19) Assist Baldwin County EMA in Threat and Hazard Identification and Risk Assessment (THIRA) Updates to include analysis and implementation of changes resulting in a comprehensive THIRA revision for Baldwin County.

(20) Assist Baldwin County EMA in implementing lessons learned from Hurricane Sally, COVID-19, and other disaster knowledge and experience into a revision of the Baldwin County Emergency Operations Plan.

END OF SCOPE OF WORK
Cost Proposal Form

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, and per diem) will be billed to the County at cost without mark-up.

<table>
<thead>
<tr>
<th>POSITIONS</th>
<th>HOURLY RATES</th>
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<tbody>
<tr>
<td>Project Executive</td>
<td>$</td>
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<tr>
<td>Project Manager</td>
<td>$</td>
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<tr>
<td>FEMA Public Assistance / Hazard Mitigation Manager</td>
<td>$</td>
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<tr>
<td>FEMA Public Assistance / Hazard Mitigation Specialist</td>
<td>$</td>
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<tr>
<td>Senior Grant Management Specialist</td>
<td>$</td>
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<tr>
<td>Grant Management Specialist</td>
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<tr>
<td>Insurance Specialist</td>
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<tr>
<td>Appeals Specialist</td>
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<tr>
<td>Administrative Assistant</td>
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</table>

Other Required Positions

Respondent may include other positions, with hourly rates and attach a job description for each position, with justification/explanation of need based on scope of work.

Required Terms and Conditions

The following mandatory contract terms and clauses shall be included in any contract awarded under this RFP:

***Ownership of documents/work: Any contract entered into as a result of this RFP will contain the following provision: The copyright provisions of 44 CFR Sec. 13.34 shall also extend to final documents produced for Baldwin County by the CONSULTANT, and the rights granted to FEMA by the provisions of 44 CFR Sec. 13.34 hall also extend to the County. The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, revise, publish, or otherwise use, and to authorize others to use for Baldwin County EMA purposes the copyright in the work developed under this contract for services which is, or may be, funded by the Baldwin County Commission and Emergency Management Performance Grant, or other federal (FEMA or
otherwise) grant program. ***

**FEMA CLAUSES**

The Parties shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 (“2 CFR 200”), including Appendix II to such Part (“Appendix II”).

In addition, the Parties agrees as follows:

1) Client confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant’s compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

2) Client confirms that it may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.

3) Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.

4) Consultant shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
   a) Subcontracts. Consultant and any subcontractors to Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors.
   b) The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
   c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR §5.12.

5) Compliance with the Clean Air Act and the Federal Water Pollution Control Act
   a) Clean Air Act: Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
      i) Consultant agrees to report each violation to CLIENT and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
      ii) Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
   b) Federal Water Pollution Control Act
      i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
      ii) Consultant agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and appropriate Environmental Protection Agency Regional Office.
      iii) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.”

6) Suspension and Debarment
a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R.§ 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by Client. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e) Compliance with Byrd Anti-Lobbying Amendment

f) Consultant hereby certifies to the best of its knowledge that:

i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

g) Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

h) Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient.

i) This certification is a material representation of fact upon which reliance was placed.
when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

i) By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

j) Procurement of Recovered Materials: In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
   i) Competitively within a timeframe providing for compliance with the contract performance schedule.
   ii) Meeting contract performance requirements; or
   iii) At a reasonable price.
   iv) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

7) Access to Records: The following access to records requirements apply to this Agreement:
   a) Consultant agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
   b) Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   c) Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

8) Use of DHS Seal: Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9) Compliance with Federal Law: This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10) Non-Obligation of Federal Government: The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11) Program Fraud and False or Fraudulent Statements or Related Acts: Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

HUD General Provisions
The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD"). In addition, Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at
Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

Statutory and Regulatory Compliance

Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

Breach of Contract Items

THE COUNTY reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Reporting Requirements

The Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by THE COUNTY to the Prime Contractor to be submitted to the County. The Subcontractor shall cooperate with all THE COUNTY efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

Access to Records

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

Maintenance/Retention of Records

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract.

Small and Minority Firms, Women’s Business Enterprises, and Labor Surplus Area Firms
Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 HUD.

Energy Efficiency

The Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Title VI of the Civil Rights Act of 1964

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

The Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

Section 504 of the Rehabilitation Act of 1973


The Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

Age of Discrimination Act of 1975

The Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Debarment, Suspension, and Ineligibility

The Subcontractor represents and warrants that it and its subcontractors are not debarred or
suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

Conflicts of Interest
The Subcontractor shall notify the County as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Subcontractor shall provide the County any additional information necessary for The County to fully assess and address such actual or potential conflict of interest. The Subcontractor shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

Assignability
The Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of The County.

Indemnification
The Subcontractor shall indemnify, defend, and hold harmless THE COUNTY and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subcontractor in the performance of the services called for in this contract.

Copeland “kickback” Act
Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Subcontractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Contract Work Hours and Safety Standards Act
(Applicable to construction contracts exceeding $2,000 and contracts exceeding $2,500 that involve the employment of mechanics or laborers)

The Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and
Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

**Termination for Cause**

If, through any cause, the Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the subcontractor under this contract shall, at the option of the County, become the County’s property and the subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the subcontractor shall not be relieved of liability to the county for damages sustained by the county by virtue of any breach of the contract by the subcontractor, and the County may withhold any payments to the subcontractor for the purpose of set-off until such time as the exact amount of damages due the county from the Subcontractor is determined.

**Termination for Convenience**

The County may terminate this contract at any time by giving at least ten (10) days’ notice in writing to the Prime Contractor. If the contract is terminated by THE COUNTY as provided herein, the Prime Contractor will be paid for the time provided and expenses incurred up to the termination date.

**Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding $10,000.00)**


**Equal Opportunity for Workers with Disabilities**

The Prime will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices.

**Certification of Non-segregated Facilities**

The Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work
areas, rest rooms and wash rooms, 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 which 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 any other reason.

The Subcontractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

Certification of Compliance with Clean Air and Water Acts

The Subcontractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

2) Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

4) Agreement by the Subcontractor that he will include, or cause to be included, the criteria and requirements in paragraph (A)through (D) of this section in every nonexempt subcontract and requiring that the Subcontractor will take such action as the government may direct as a means of enforcing such provisions.

Lobbying

The Subcontractor certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or
employee of an 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3) The Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.