REQUEST FOR PROPOSALS

#22-04
CITY OF WOODWAY
DISASTER CATERING SERVICES

The City of Woodway, Texas, is soliciting proposals for Disaster Catering Services. The City of Woodway's Emergency Preparedness Plan for potential disasters includes securing catering services for employees required to stay in the City in the aftermath of a disaster.

Sealed proposals must be addressed/delivered to the City Secretary, Woodway City Hall, 922 Estates Drive, Woodway, Texas, 76712. Proposals must be received no later than 3:00 p.m. on Friday, May 20, 2022, at which time they will be publicly opened and read aloud at the same location.

All proposals must be sealed and clearly marked on the envelope and on the proposal as "Sealed Proposal # 22-04 – Disaster Catering Services: Woodway, Texas." RFP documents may be obtained by contacting Jennifer Rogers, along with any questions related to this proposal at jrogers@woodwaytexas.gov, or mail to: 922 Estates Drive, Woodway, Texas, 76712, or phone at (254) 772-4480.

The City of Woodway reserves the right to reject in part or in whole any and all proposals and to waive any informalities in the proposals received.

This notice was posted at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on the 2nd day of May 2022 at 5:00 p.m.

Donna Barkley

Donna Barkley, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (254) 772-4481 or FAX (254) 772-0695 for further information.

CITY OF WOODWAY
RFP #22-04

REQUEST FOR PROPOSALS FOR
DISASTER CATERING SERVICES

RFP SUBMITTALS DUE:
MAY 20, 2022

RFP #22-04
Disaster Catering Services

A. Notice to Proposer

The City of Woodway is soliciting proposals for **Disaster Catering Services**. Please submit one (1) original and five (5) copies of your proposal of services and a statement of qualifications for the proposed services to the address below:

City of Woodway
Donna Barkley, City Secretary
922 Estates Drive
Woodway, Texas 76712

All proposals must be submitted in a sealed package clearly marked on the outside of the package. The proposer's name and address should be in the upper left-hand corner. The name of the proposal and RFP number on the cover page should be clearly marked on the outside of the envelope in the lower left-hand corner:

RFP #22-04
Disaster Catering Services: Woodway, Texas

Proposals must be received no later than May 20, 2022 by 3:00PM, to be considered. The City reserves the right to negotiate with all individuals or firms that submit proposals. Section 3 Residents and Business Concerns, Small Business Enterprises, Minority-Owned Business, Women-Owned Business, and labor surplus firms are encouraged to submit a Proposal. The City of Woodway is an Affirmative Action/Equal Opportunity Employer.

All questions, comments or requests for clarification must be submitted in writing addressed to Jennifer Rogers at jrogers@woodwaytexas.gov. Cut-offs for questions will be at **12:00PM (Noon) on Monday, May 16, 2022.** Questions will be collected, and answers will be provided as a written Addendum or Clarification Statement by **5:00PM on Monday, May 16, 2022**. No telephone inquiries will be accepted or answered in relation to the Proposal.

RFP documents may be obtained by email from Jennifer Rogers at jrogers@woodwaytexas.gov. The City of Woodway reserves the right to reject any and all RFP's, to waive any informality in RFP's received, and to accept the RFP most advantageous to the City.

EVENT	DATE
Published	Tuesday, May 3, 2022 & Tuesday, May 10, 2022
Questions Deadline	Monday, May 16, 2022
Proposal Due Date	Friday, May 20, 2022 at 3:00pm
Estimated Award Date	June 13, 2022

B. General Terms and Conditions

GENERAL: The City of Woodway, Texas is accepting proposals from vendors to provide catering services.

The City of Woodway's Emergency Preparedness Plan for potential disasters includes securing catering services for employees required to stay in the City in the aftermath of a disaster.

Vendors must be able to provide catering services within seventy-two (72) hours after notification by City Officials and remain until released by City Officials. Refer to the Technical Specifications section for additional information.

Complete the attached proposal forms and return the completed proposal packet to Donna Barkley, City Secretary, within the noted timeframe. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

The "City" shall be identified as the City of Woodway, Texas

Sealed proposals will be received by the City Secretary of the City of Woodway, Texas, until Friday, May 20, 2022 at 3:00PM, at which time they will be publicly opened and read aloud on this date at the Woodway City Hall building located at 922 Estates Drive, Woodway, Texas 76712. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

Apart from an unforeseen catastrophic event, it shall be the sole responsibility of the applicant to ensure the proposal is received by the noted time frame. The City of Woodway shall not be held responsible for any proposal that was not received by the date and time as noted.

The proposal may be awarded to the bidder having sufficient ability to perform this Contract as stated in conjunction with the best value to the City. **The City of Woodway reserves the right to reject any and all proposals, to waive informalities, and to accept the PROPOSAL deemed most advantageous to the City.**

INSURANCE REQUIREMENTS: The successful proposal shall furnish the City of Woodway with a certificate of insurance with limits acceptable to the City Manager and City Attorney.

a. The certificate of insurance or a copy of insurance policies, shall be furnished to the City of Woodway within ten (10) days after the award of the proposal.
b. The City of Woodway shall be named as additional insured on all policies. Should any insurance required by this contract lapse, the Contractor shall immediately cease all operations as of the time and date of such lapse and shall not resume any operations until authorized in writing by the City of Woodway. If the lapse period extends fifteen (15) days, the contract shall automatically terminate, and

the contractor shall be in breach of this contract.

INDEMNITY: The Contractor agrees to indemnify and save harmless the City of Woodway and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages to property arising out or in connection with the work done by the Contractor under this contract, including acts of omissions of the City of Woodway or its officers, agents, or employees in connection with said Contract.

If any further information is needed concerning this proposal, please contact:

Jennifer Rogers
254.722.4480
jrogers@woodwaytexas.gov

C. SCOPE OF WORK

The City of Woodway is requesting proposals from vendors to provide catering services for City employees and approved support personnel in the event of a natural or man-made disaster.

This contract will be in effect for the remainder of 2022 and will only be activated should a disaster occur and a notice to proceed has been signed by the City Manager or their designee and the contractor.

The contract shall be active for one (1) year from the time the contract is signed with the possibility of two (2) additional one (1) year extensions.

The City or the vendor reserves the right to cancel this agreement without cause provided that a 120-day written notice is provided to the other party.

The City reserves the right to terminate this contract for a just cause providing the contractor is given a thirty-day (30) notice for reason of termination.

Requested services include the following:

a. Three (3) meals per day for approximately 90 people per day.
b. When activated, the contract will be in effect for a minimum of five (5) days, with additional three (3) day increments as needed.
c. Provide an adequate facility at one location to be determined by City Officials. This could include a City building.
d. Hours of service: 06:00hrs until 21:00hrs. Refreshments and light snacks shall be available throughout the day.
e. Contractor shall provide plates, napkins, and eating utensils for food service.
f. The contractor shall provide a variety of foods for each meal. Vendors shall provide a minimum of three (3) menus for each category listed. Meals to include:

- Continental / Full Breakfast
- Lunch – Include box lunches
- Dinner – Variety shall be provided

The City of Woodway plans to provide tables and chairs, electrical power, water, and sewer. These services are contingent upon availability and are not guaranteed; therefore, the Contractor shall have the ability to provide their own electrical power, cooking fuel, water, and other items deemed necessity for the operation of the incident.

If available, the City of Woodway will provide an adequate electrical power generator to the contractor through a pre-disaster contract with an outside vendor if a prolonged power outage is expected from the utility provider during a declared disaster.

The Contractor shall reimburse the City of Woodway any costs associated with the installation, use, service, and maintenance of any equipment provided by the City of Woodway or any vendor contracted with the City of Woodway for logistical supplies including electrical power generators. When feasible, the City of Woodway will supply through an outside vendor or City employee the electrical connection to the Contractor's building.

The Contractor will hold harmless the City of Woodway and contracted vendors for any damage to the building the Contractor operates from, any damage to the equipment the Contractor has connected to the provided electrical power generator, and any food loss resulting from the use, connection, or service of the electrical power generator.

The Contractor shall provide the City of Woodway with the number of staff that will be required to prepare meals. The City of Woodway will attempt to provide housing and comfort stations for this staff if needed.

D. DISASTER CATERING SERVICES PROPOSAL SHEET

PROPOSAL OPENING DATE: Friday, May 20, 2022 at 3:00pm

Proposal Data:

Meal	Cost
Continental Breakfast	$
Full Breakfast	$
Lunch	$
Box Lunch	$
Dinner	$

** **Provide available menus for each category**

Number of staff personnel to prepare meals: _____

_____ Company Name	_____ Street Address
_____ Authorized Contractor Signature	_____ City State Zip Code
_____ Authorized Contractor Printed Name	_____ Business Telephone Number (24 hour)
_____ Authorized Contractor Title	_____ E-Mail

Please return the completed proposal packet to the City of Woodway City Secretary:

Donna Barkley, City Secretary
922 Estates Drive
Woodway, TX 76712

Proposal packets may also be hand delivered to Donna Barkley at the City of Woodway City Hall at 922 Estates Drive Woodway, TX 76712.

Replace and Insert Proposed Plan and List of References

E. Proposer Certification

(Please complete appropriate certifications)

- **An Individual:**

By: _____

Doing Business as (Name and Address):

_____

_____

Telephone Number: _____

- **A Partnership:**

By: _____

Doing Business as (Name and Address):

_____

_____

Telephone Number:_____

- **A Corporation:** SEAL

By: _____

State of Incorporation

By:_____

Title: _____

Doing Business as (Name and Address):

_____

_____

Telephone Number: _____

- **A Joint Venture:**

By: _____

By: _____

Telephone Number: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

F. REQUIRED FORMS CHECKLIST

The following is a list of forms required for a complete Proposal:

_____Signature Sheet

_____Certificate of Insurance

_____Conflict of Interest Questionnaire

_____House Bill 89 Verification Form

_____Senate Bill 252 Verification Form

_____No Government Obligation to Third Parties

_____Program Fraud and False or Fraudulent Statements and Related Acts

_____Access to Records and Reports

_____Equal Employment Opportunity

_____Proof of Registration in SAM.GOV

_____Contract Work Hours and Safety Standards Act

_____Non-Collusive Bidding Certification

_____Federal Contract Required Clauses

_____Byrd Ant-Lobbying Amendment

_____Clean Air 42 U.S.C

_____Clean Water Requirements 33 U.S.C

_____Procurement of Recovered Materials 42 U.S.C

_____Department of Homeland Security Seal and Logo

_____Compliance with Federal Law, Regulations, and Executive Order

_____Contracting with Small and Minority Businesses

_____Energy Efficiency and Conservation

_____Record Retention

City of Woodway, Texas
Request for Proposals
No. 22-04
For Disaster Catering Services

REGISTER INTEREST

You have received a copy of the above-described Request document. If you would like to register your interest in this project so that you will receive any further notices or addenda concerning the project, please fill in the information requested below, scan, and then email this document to: jrogers@woodwaytexas.gov.

Company/Firm: _____

Name of Contact Person(s): _____

Email(s): _____

Telephone: _____ Fax:_____

Mailing Address: _____

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Woodway. Notices and addenda are posted on the City's website and can be accessed at: woodwaytexas.gov/budget-finance

City of Woodway
922 Estates Drive
Woodway, Texas 76712
Telephone 254.772.4480
Fax 254.772.0695
woodwaytexas.gov

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm:

Billing Address:

Physical Address:

DUNS No:

EIN No:

Signature:_____ **Date:** _____

Name (type/print):

Title:

Telephone:

Email:

Mark an X in ☐ if answering YES to any of these questions:

Minority Business: ☐ Women Owned Business: ☐ Section 3 Business: ☐

Number of Section 3 Employees _____

To receive consideration for award, this signature sheet must be included in the proposal

Replace and Insert Certificate of Insurance Here

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____

Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HOUSE BILL 89 VERIFICATION

I,_____(Person name), the undersigned representative (hereinafter referred to as "Representative" of_____(company or business name, hereafter referred to as "Business Entity"), being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do here depose and affirm the following:

1. That Representative is authorized to execute this verification on behalf of Business Entity.

2. That Business Entity does not boycott Israel and will not boycott Israel during the term of any contract that will be entered into between Business Entity and the City of Woodway; and

3. That Representative understands that the term "Boycott Israel" is defined by Texas Government Code Section 2270.001 to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes.

_____
Printed Name of Company Representative

_____
Signature of Company Representative

_____
Date

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority on this _____day of_____20_____.

_____
Notary Public

SEAL

SB 252
CHAPTER 2252 CERTIFICATION

I_____the undersigned Representative of _____

(Name of Representative) (Name of company)

Being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 252.153 certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051 or Section 2253.153. I further certify that should the above-named company enter into the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Woodway Purchasing Department.

_____

Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

_____

Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS AND RELATED ACTS 21 U.S.C 3801 ET SEQ.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C §3801 et seq, "Administrative Remedies for False Claims and Statements", apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, a false, fictional, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

_____

Printed name of Company Representative

_____

Signature of Company Representative

_____

Date

ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this contract:

1. The Contractor agrees to provide the City of Woodway Finance Director or their designee, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to the construction or other work sites pertaining to the work being completed under the contract.

_____

Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

EQUAL EMPLOYMENT OPPORTUNITY 29 CFR Part 1630, 41 CFR Parts 60 et seq

During the performance of this contact, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during, employment without regard to regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or the other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalfof the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each Labor Union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said Labor Union or workers representatives of the Contractors commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of the Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contactor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant hereto, and will permit access to his books, records, ad accounts by administering agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract man be canceled, terminated, or suspended in whole or in part and the Contractor declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph one (1) and the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, However, that in the event a Contractor becomes involved in, or is threaten with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency the Contract may request the United States to enter such litigation to protect the interest of the United States.

_____

Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

System for Award Management (SAM) Record for Company and Company Principal

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 29 CFR § 5.5(B)

1. Overtime requirements- No Contractor or Subcontractor contracting for any part of the contract work which may require or involved the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such Laborer or Mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty (40) hours in such week.

2. Violation; liability for unpaid wages; liquidation damages. In the event of any violation of the clauses set forth in paragraph one (1) of this section the Contractor and any Subcontractors responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidations damages. Such liquidation damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph one (1) of this section, in the sum of ten dollars ($10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clauses set forth in paragraph one (1) of this section.

3. Withholding for unpaid wages and liquidations damages. The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withholding or cause to be withheld from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph two (2) of this section.

4. Subcontracts. Contractor or Subcontractor shall insert any subcontracts the clauses set forth in paragraphs one (1) through four (4) of this section and also clause requiring the Subcontractors to include these clauses in any lowest tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor of lower tier Subcontract with the clauses set forth in paragraphs one (1) through four (4) of this section.

_____

Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the Bidder certifies that:

1. This proposal has been independently arrived at without collusion with any other Bidder or with any Competitor.

2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project to any other Bidder, Competitor, or potential Competitor.

3. No attempt has been or will be made to induce any other person, partnership, or Corporation to submit or not to submit a bid proposal.

4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

_____

Printed name of Company Representative

_____

Signature of Company Representative

_____

Date

Federal Contract Required Clauses

The activation of any Contract resulting from this RFP will be subject to FEMA reimbursement. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.

1. **Remedies.**
   A. Standard: Contracts for more than the simplified acquisition threshold ($150,000) 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. See 2 C.F.R. Part 200, Appendix II, ¶ A.
   B. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. **Termination for Cause and Convenience.**
   A. 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 affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
   B. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. **Equal Employment Opportunity.**
   A. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
   B. Key Definitions.
   C. Federally Assisted Construction Contract. The regulation at 41 C.F.R.§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
   D. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
   E. Applicability.
   F. This requirement applies to all FEMA grant and cooperative agreement programs.
   G. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7) The Contractor will include the portion of the sentence immediately preceding paragraph one (1) and the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act.**
   A. Applicability of Davis-Bacon Act.
   The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

   B. 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 (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.
   C. 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.
   D. 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.
   E. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback Act provides that each Contractor or sub recipient 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 FEMA.
   F. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub recipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti -Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

5. **"Compliance with the Copeland "Anti -Kickback" Act.**
   A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
   B. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the 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 C.F.R. § 5.12."

6. **Contract Work Hours and Safety Standards Act.**

A. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

B. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

C. Under 40 U.S.C. § 3702, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty 40 hours in the work week.

D. 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.

E. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of Ten $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph one (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph two (2) of this section.

4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph one (1) through four (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor

shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs one (1) through four (4) of this section."

7. **Rights to Inventions Made Under a Contract or Agreement.**
   A. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
   B. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
   C. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. **Clean Air Act and the Federal Water Pollution Control Act.**
   Contracts of amounts in excess of $150,000 must contain a provision that requires the Contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
   A. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act"

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3) 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.

Federal Water Pollution Control Act

1) The Contractor 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.
2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian

tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 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."

9. **Debarment and Suspension.**
   A. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
   B. Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
   C. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Sub recipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2
      C.F.R. §180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
   D. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include sub awards and subcontracts. This includes parties that receive Federal funding indirectly, such as Contractors to recipients and sub recipients. The key to the exclusion is whether there is a "covered transaction," which is any no procurement transaction (unless accepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
   E. Specifically, a covered transaction includes the following contracts for goods or services:
   F. The contract is awarded by a recipient or sub recipient in the amount of at least $25,000.
   G. The contract requires the approval of FEMA, regardless of amount.
   H. The contract is for federally required audit services.
   I. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or sub recipient and requires either the approval of FEMA or is in excess of $25,000.
   J. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified:

      "Suspension and Debarment

      1) This contract is a covered transaction for purposes of 2 C.F.R. pt.180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, 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).
      2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.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.

3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor 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 (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4) The bidder or proposer agrees to comply with the requirements of 2C.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."

10. Byrd Anti-Lobbying Amendment.

A. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
B. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
C. 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. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
D. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
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 by31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11. Procurement of Recovered Materials.

A. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

B. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

C. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded
$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D. The following provides the clause that a state agency or agency of a political subdivision of a state and its Contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor 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.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https."

12. Additional FEMA Requirements.

A. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

B. Changes.

C. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.

D. The language of the clause may differ depending on the nature of the contract and the end-item procured.

E. Access to Records.

F. All non-Federal entities must place into their contracts a provision that all Contractors and their

successors, transferees, assignees, and Subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

G. The following provides a contract clause regarding access to records:
"Access to Records. The following access to records requirements applies to this contract:

1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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.
2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3) The Contractor 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."

13. DHS Seal, Logo, and Flags.

A. All non-Federal entities must place in their contracts a provision that a Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
B. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

14. Compliance with Federal Law, Regulations, and Executive Orders.

A. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
B. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

15. No Obligation by Federal Government.

A. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract 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.
B. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract 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."

16. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The non-Federal entity must include a provision in its contract that the Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
B. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The Contractor 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."

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each 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 take place in connection with obtaining any Federal award. Such disclosure from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned (Contractor) certifies to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned 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 nay Federal grant, the making of any Federal loan, the entering into any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated finds have been paid prior 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 a Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at the tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to 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.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C § 3801 et seq apply to this certification and disclosure, if any. Executed on this_____day of_____, 2020.

_____ _____

Printed Name of Company Representative Signature of Company Representative

_____

Date

Clean Air 42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

_____

Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.

Contractor 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. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will in turn report each violations required to assure notification to the State of Texas Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

_____

Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless product cannot be acquired:

   A. Competitively within a timeframe providing for compliance with contract performance schedule.

   B. Meeting contract performance requirements; or

   C. At a reasonable price.

2. Information about this requirement, along with the list of EPA's Comprehensive Procurement Guidelines website:

   https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

_____

Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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Printed Name of Company Representative

_____

Signature of Company Representative

_____

Date

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS 2CFR §200.321

Should the Contractor subcontract any work under this contract, Contractor shall take the following steps: place qualified small and minority businesses, and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, established delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises, and use the services and assistance and appropriate of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at 222.SBA.gov and www.MBDA.gov.

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Printed Name of Company Representative

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Signature of Company Representative

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Date