

# Request for Proposal (RFP) for Disaster Recovery Management Services - Cover Letter

1/16/2025

Re: Proposed FEMA Public Assistance (PA)/Hazard Mitigation Assistance (HMA) Program Funding Support

Dear Management Service Providers:

Attached is a copy of the Hill County's Request for Proposals for FEMA PA/HMA pre-award and post-award disaster recovery management services for recovery and mitigation grant(s), if awarded, from the Federal Emergency Management Agency, Texas Division of Emergency Management (TDEM) *if applicable*, Texas Water Development Board (TWDB) *if applicable* or other funding sources.

Hill County is eligible for and may consider applying for funding of eligible activities under the following programs:

- Public Assistance (PA)
- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities Grant Program (BRIC)
- Flood Mitigation Assistance Grant Program (FMA)
- Other mitigation funding sources used in conjunction with the programs above.

Multiple contracts may be awarded as a result of this solicitation. Hill County will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

The submission requirements for this proposal are also included on the attached Request for Proposal (RFP) form. Please submit a proposal of services and statement of qualifications to:

Hill County Judge Justin Lewis  
P.O. Box 457, Hillsboro, TX 76645

The deadline for submission of proposals is February 7<sup>th</sup>, 2025 at 2:00 PM. Hill County reserves the right to negotiate with any and all persons or firms submitting proposals.

Hill County is an Affirmative Action/Equal Opportunity Employer. Hill County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

Sincerely,

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Judge Justin Lewis

## RFP for Disaster Recovery Management Services

Hill County is seeking proposals from competent service provider(s) to assist with pre-award and post-award management in support of eligible recovery and mitigation activities (see Section II) if funded under one or more of the following programs:

- Public Assistance (PA)
- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities Grant Program (BRIC)
- Flood Mitigation Assistance Grant Program (FMA)
- Other related mitigation funding sources, if not separately procured

The following outlines the request for proposals. **Any work done prior to the award of a Disaster Recovery Management Services Agreement is considered “at risk” and Entity is under no obligation to fund or pay for such work.**

I. Scope of Work –The successful respondent(s) is to provide disaster recovery management services that may include but are not limited to the following:

a. Public Assistance Projects

- Comprehensive administration of FEMA programs and projects contemplated by Project Worksheets (PWs);
- Attend meetings with FEMA, FHWA, other Federal Agencies, and/or State Relief Programs in conjunction with and on behalf of the local government.
- Collaborate with local government on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.); Information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects’ scope, size, and damages, including cost estimating that will be the basis of each PW); project submittals (draft and submit small and large project PWs to FEMA/FHWA);
- Proactively identify opportunities to maximize Public Assistance and Post-Disaster Mitigation Section 406 funding within the current regulatory framework;
- Provide ongoing guidance to maximize FEMA Public Assistance funding;
- Coordinate and manage deliverables with FHWA and FEMA;
- Assist with FEMA, FHWA and/or other federal grants quarterly reporting;
- Generate time extension requests to FEMA and/or other federal grants and FHWA when necessary, so that eligibility is not forfeited;
- Assist with insurance claim submission and tracking in relation to projects submitted to FEMA to avoid duplication of benefits and document final amount of insurance proceeds applied to each project;
- Assist in getting the necessary legal documents for proper filing;
- Advise on document retention strategies;
- Coordinate with local government staff to obtain all cost and necessary backup documentation to develop, revise, and submit PWs;
- Track status of FEMA and other agency reimbursement and serve as a co-liaison between FEMA/other agencies and local government;
- Assist in responding to Requests for Information from FEMA/other agencies;
- Assist with the submission of appeals to FEMA;
- Provide detailed and periodic management reports on the status of PWs including developments, revisions, submissions/approvals, open issues, financial overview, etc.;
- Provide Cash Management reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received;
- Preparing public procurement documentation and providing additional procurement assistance, including but not limited to preparing and writing requests for qualifications, requests for proposals, or other applicable procurements for identified projects that align with PWs, other public assistance projects, and federal and state requirements;
- Development of database/electronic system for tracking and management of project worksheets, claims, grant applications and status, and associated information to facilitate effective documentation, management of grant management and funding programs, and information sharing;
- Developing program guidelines, policies, procedure, implementation plans, or other pertinent documents;
- Research, development, and prepare grant applications and other applicable public assistance documents;
- Review data and records for compliance with federal requirements;
- Advise on the management of the closeout process; and
- Researching, monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other work related to disaster recovery, disaster planning, disaster mitigation, and public assistance.

b. Mitigation Projects – Construction<sup>1</sup> other than Property Acquisition/Structure Demolition, Structure Elevation, and Reconstruction

Pre-Award<sup>2</sup>

Services associated with developing and requesting funding assistance, including:

- Application development and submission which may include:
  - Collecting project information.
  - Compiling site photos and location maps.
  - Researching hazard information.
  - Assisting with development of scope of work, alternative actions, cost estimate, and grant schedule.
- Coordinate responses to funding agency requests for information (RFI)
- Provide guidance regarding project feasibility and effectiveness.
- Act as liaison between State, FEMA, contractors, and project engineer.
- Coordinate with engineer(s) and/or local staff for Benefit-Cost Analysis (BCA) development.
- Review preliminary EHP data and assist with agency consultation, as applicable.
- Coordinate workshops and/or meetings related to the development and submission of the application, as necessary.
- Facilitate public outreach efforts on behalf of the subapplicant(s), as applicable. E.g. advertising, public meetings.
- Other such work which may reasonably be associated with pre-award support of proposed mitigation projects.

#### Post-Award Management

Services associated with administering funding assistance, including, but not limited to:

- Record keeping and financial management.
- Geocoding mitigation projects identified for further review by funding agency.
- Delivery of technical assistance (e.g., plan reviews, BCA reviews, EHP data gathering, outreach, training) to support the implementation of mitigation activities.
- Managing awards (e.g., quarterly reporting, reimbursement requests, scope/budget modifications, closeout)
- Project monitoring and evaluation of the mitigation activity in accordance with the approved SOW and budget, administrative requirements of 2 CFR Part 200 and applicable State requirements.
- Such other work as may reasonably be associated with management activities in support of mitigation projects.
- Project closeout in accordance with 2 CFR Sections 200.344. The project file should document that:
  - The approved SOW was fully implemented.
  - All obligated funds were liquidated and, in a manner, consistent with the approved SOW.
  - All EHP compliance grant conditions were implemented and documented as required.
  - The project was implemented in a manner consistent with the Federal award or subaward agreement.
  - The pass-through entity submitted the required quarterly financial and performance reports.
  - The Federal award and subaward were closed out in accordance with the provisions outlined in Part VI, E and F (subaward and Federal award closeout).

#### c. Mitigation Projects – Property Acquisition/Structure Demolition, Structure Elevation, and Reconstruction

The service provider(s) will be responsible for meeting the requirements and timeframes in 44 CFR Section 80.13 and for providing the information that is necessary for the Entity, State, and FEMA to determine the eligibility of the project as described in the subapplication requirements. The subapplication must contain property and project information, including the project description and EHP information. FEMA may request additional information after the subapplication has been submitted to ensure that all necessary information is received.

#### Pre-Award<sup>2</sup>

Services associated with developing and requesting funding assistance, including:

- Application development and submission which may include:
  - Collecting project information (site coordinates, Voluntary Participation Agreements, Duplication of Benefits affidavits).
  - Compiling site photos, property acquisition photos, and location maps.
  - Researching hazard information.
  - Preparing property inventory and reviewing appraisal determinations.
  - Assisting with development of scope of work, alternative actions, cost estimate, and grant schedule.
- Act as liaison between State, FEMA, contractors, and project engineer.
- Provide guidance regarding project feasibility and effectiveness.
- Coordinate with engineer(s) and/or local staff for BCA development or cost effectiveness review.
- Review preliminary EHP data and assist with agency consultation, as applicable.
- Coordinate workshops and/or meetings related to the development and submission of the application, as necessary.
- Facilitate public outreach efforts on behalf of the subapplicant(s), as applicable. E.g. advertising, public, household, and virtual meetings.

- Assisting with initial evaluation of structural elevation or reconstruction.
- Other such work which may reasonably be associated with pre-award support of proposed mitigation projects.

#### Management Activities

Services associated with administering funding assistance, including, but not limited to:

- Coordination of title clearance with all appropriate parties.
- Coordination and documentation of the Statement of Voluntary Participation and Acknowledgement of Conditions forms.
- Coordination of final mitigation offer:
  - Inform each property owner of the market value (pre-event or current) of the property in writing.
  - Include the method used to determine the final mitigation offer.
- Verify that all required subaward activities have been accomplished in accordance with all programmatic guidance and proper grants management practices and 44 CFR Section 80.21.
- Verify that all properties identified in the subapplication have been acquired, and that the Model Deed Restriction language was recorded with each corresponding deed.
- Ensure that each successful respondent shall provide the following property information:
  - A photograph of the property site after project implementation.
  - A copy of the recorded deed and attached deed restrictions for each property.
  - Latitude and longitude coordinates of the property.
  - A signed Statement of Voluntary Participation by the owner of each property identified in the sub-award SOW (refer to Addendum Part A.6.5.1- Hazard Mitigation Assistance Guidance Addendum).
  - A completed FEMA Form AW-501 documenting the completion of mitigation action for each FEMA Repetitive Loss property.
  - Final Elevation Certificate for elevations and reconstructions.
- Record keeping and financial management.
- Geocoding mitigation projects identified for further review by funding agency.
- Delivery of technical assistance (e.g., plan reviews, BCA development as applicable<sup>3</sup>, EHP data gathering, appraisal coordination, planning workshops, training) to support the implementation of mitigation activities.
- Managing awards (e.g., quarterly reporting, reimbursement requests, scope/budget modifications, closeout)
- Project monitoring and evaluation of the mitigation activity in accordance with the approved SOW and budget, administrative requirements of 2 CFR Part 200 and applicable State requirements.
- Facilitate public outreach efforts on behalf of the subapplicant(s), as applicable. E.g. advertising, public meetings.
- Project closeout in accordance with 2 CFR Sections 200.344. The project file should document that:
  - The approved SOW was fully implemented.
  - All obligated funds were liquidated and, in a manner, consistent with the approved SOW.
  - All EHP compliance grant conditions were implemented and documented as required.
  - The project was implemented in a manner consistent with the Federal award or subaward agreement.
  - The pass-through entity submitted the required quarterly financial and performance reports.
  - The Federal award and subaward were closed out in accordance with the provisions outlined in Part VI, E and F (subaward and Federal award closeout).
- Other such work which may reasonably be associated with pre-award support of proposed mitigation projects.

#### Notes:

1. *Construction projects with specialized or complex technical scope such as a drainage project will require two phases of FEMA review. Phase 1 may include development of a Hydrologic and Hydraulics (H&H) study, feasibility studies, environmental compliance, final engineering design, and other technical studies. A new BCA must be performed during Phase 1 development, and any necessary changes will be made to the SOW and budget. The management activities outlined above occur throughout Phase 1 and Phase 2 of a project, and Phase 1 subrecipient management costs should be awarded by TDEM and FEMA. Phase 2 management activities will be established based on the opinion of probable construction costs refined during Phase 1 of a project and are subject to additional approval with the Phase 1 deliverables.*
2. *Pre-Award costs to be reimbursed by FEMA must have been incurred after the date of declaration (HMGP) or grant opening announcement. BRIC and FMA pre-award costs directly related to developing the BRIC grant application or subapplication that are incurred prior to the date of the grant award are subject to FEMA approval at time of award. Pre-award management costs may be eligible for consideration towards the subrecipient management costs for all programs. Pre-award costs must be identified as separate line items in the cost estimate of the application. Costs associated with implementation of the activity but incurred prior to Federal award or final approval are not eligible. If an award is not made, eligible pre-award costs will not be reimbursed by FEMA. Pre-award costs may be reimbursed when the project is approved and funded based on the sub-application award.*

3. For the purposes of this RFP, assume all parcels are located within the Special Flood Hazard Area (SFHA) and/or come under the threshold amounts of \$323,000 for acquisitions and \$205,000 for elevations and are deemed cost-effective.

Mitigation related services under this RFP may include any combination of the following activities:

ELIGIBLE ACTIVITIES	HMGP	BRIC	FMA
<b>Capability- and Capacity Building</b>			
NEW PLAN CREATION AND UPDATES	√	√	√
PLANNING-RELATED ACTIVITIES	√	√	
PROJECT SCOPING/ADVANCED ASSISTANCE	√	√	√
FINANCIAL TECHNICAL ASSISTANCE			√
DIRECT NON-FINANCIAL TECHNICAL ASSISTANCE		√	
PARTNERSHIPS		√	√
CODES AND STANDARDS	√	√	
INNOVATIVE CAPABILITY- AND CAPACITY BUILDING	√	√	√
<b>Mitigation Projects</b>			
PROPERTY ACQUISITION	√	√	√
STRUCTURE ELEVATION	√	√	√
MITIGATION RECONSTRUCTION	√	√	√
LOCALIZED FLOOD RISK REDUCTION	√	√	√
NON-LOCALIZED FLOOD RISK REDUCTION	√	√	√
STABILIZATION	√	√	
DRY FLOODPROOFING NON-RESIDENTIAL BUILDING	√	√	√
TSUNAMI VERTICAL EVACUATION	√	√	
SAFE ROOM	√	√	
WILDFIRE MITIGATION	√	√	

ELIGIBLE ACTIVITIES	HMGP	BRIC	FMA
RETROFIT	√	√	√
SECONDARY POWER SOURCE	√	√	
WARNING SYSTEM (EXCLUDING EARTHQUAKE EARLY WARNING SYSTEM)	√	√	
EARTHQUAKE EARLY WARNING SYSTEM	√	√	
AQUIFER RECHARGE, STORAGE, AND RECOVERY	√	√	√
INNOVATIVE MITIGATION PROJECT	√	√	√
<b>MANAGEMENT COSTS</b>	√	√	√

Note: To be eligible, activities listed in the table above must meet all requirements referenced in the HMA Program and Policy Guide.

II. Statement of Qualifications The Entity is seeking to contract with well-qualified service provider(s) experienced in grants/contracts application, management, and administration including the above Scope of Work. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies.
- Related experience in applying for and managing federally funded local public works construction projects including FEMA Public Assistance.
- Offeror shall demonstrate successful experience in coordinating with Federal, State and Local emergency agencies, citing disaster event, project scope of its referenced engagement and funding outcomes for the affected local government including a list of at least three references from past local government, private non-profit, or Tribal clients.
- Describe the proposing entity's capacity to perform as well as resumes of all employees who will or may be assigned if your firm is awarded this management services contract.
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested.

III. Project Approach - Each respondent shall prepare a focused and detailed plan outlining the primary tasks, responsibility, major deliverables and timing, with a confirmation of response time required by respondent when services are requested.

IV. Proposed Cost of Services - Please provide hourly rates per the below schedule that may be required to accomplish any of the programmatic support detailed in the Scope of Work above. Firms must submit hourly rates for remote and on-site work for each job classification.

Labor Category	Hourly Rate (Remote)	Hourly Rate (On-site w/travel)
Principal		
Project Manager		
Subject Matter Expert		
Senior Grant Specialist		
Grant Specialist		
Junior Grant Specialist		
Application Specialist		
Senior Planner		
Planner		

The Entity will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the number or total value of Additional Suggested Positions they are able and willing to manage. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract. Contract pricing for services under this RFP will be adjusted if the final number and value of Additional Suggested Positions differ from the current estimate.

*Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used.*

- V. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Work Performance	25
Capacity to Perform	25
Proposed Cost	20
<b>Total</b>	<b>100</b>

VI. Submission Requirements

- A copy of your current **Certificate of Insurance** for professional liability.
- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Entity may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service Providers must have an active registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). This clearance information should be included in the service provider's Proposal. **The clearance in the Service Provider's proposal must be re-verified prior to award.** Enclose a printout of the search results that includes the record date.
- **Form CIQ, (Texas Only- enclosed).** Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295,** (enclosed). Effective January 1,2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
- **Required Contract Provisions.** Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

VII. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

If the awarded vendor (prime) uses subcontractors, it must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used. The following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community in your state. Please use the following link: <https://www.mbda.gov/mbda-programs/business-centers>. Email your RFP to the appropriate center. If your Center cannot be reached by email, it is strongly recommended that the RFP be sent to the appropriate center via CERTIFIED MAIL, return receipt requested.**

VIII. Deadline for Submission –It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Please electronically submit your proposals in .pdf format via email [countyjudge@co.hill.tx.us](mailto:countyjudge@co.hill.tx.us) **OR** submit your proposal to the address below on a thumb drive **OR** submit 1 copies of your proposal of services to the following address: Attn: County Judge Justin W. Lewis, P.O. BOX 457, Hillsboro Texas 76645. Proposals must be received by the Hill County no later than 2:00 PM on February 7<sup>th</sup>, 2025 to be considered  
**Failure to comply with these instructions or the submission requirements may result in disqualification of the response.**



**Federal Emergency Management Agency (FEMA) Public Assistance (PA)/Hazard Mitigation Assistance (HMA)  
Disaster Recovery Management Services – Program Description**

The mission of the Federal Emergency Management Agency’s (FEMA’s) Public Assistance (PA) and Hazard Mitigation Assistance (HMA) Programs is to provide assistance to State, Local, Territorial, or Tribal (SLTT) governments, and certain types of private nonprofit (PNP) organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President. The PA/HMA Programs foster resilience against the effects of disasters that provide funding for hazard mitigation activities including mitigation projects and capability- and capacity-building. FEMA provides this assistance based on authority in statutes, executive orders (EOs), regulations, and policies. The following programs are covered:

1. **Public Assistance (PA).** PA provides supplemental Federal grant assistance for emergency protective measures, and the restoration of disaster-damaged, publicly owned facilities and specific facilities of certain PNP organizations. The PA program also encourages protection of these damaged facilities from future incidents by providing assistance for hazard mitigation measures directly in the project applications for the damaged facilities.
2. **Hazard Mitigation Grant Program (HMGP).** HMGP ensures that state, local, tribal and territorial governments have the financial opportunity to plan for and implement mitigation measures that reduce the risk of loss of life and property from future natural disasters during the reconstruction process following a presidentially declared disaster. HMGP is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) and implemented in regulations at 44 Code of Federal Regulations (CFR) §§ 206.430-440.
3. **Building Resilient Infrastructure and Communities (BRIC).** BRIC supports state, local, tribal and territorial governments as they undertake hazard mitigation activities, reducing the risks they face from disasters and natural hazards. The BRIC program seeks to fund effective and innovative activities that will reduce risk, increase resilience, and serve as a catalyst to encourage the whole community to invest in and adopt mitigation policies. BRIC is designed to promote a national culture of preparedness and public safety by encouraging investments to protect our communities and infrastructure and strengthen our national mitigation capabilities to foster resilience.
4. **Flood Mitigation Assistance (FMA).** FMA is a competitive program that provides funding to states, local governments, federally recognized tribes, and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to structures insured by the National Flood Insurance Program (NFIP).

<b>Recipient:</b> _____	
<b>Anticipated Program</b>	FEMA PA/HMA

## Disaster Recovery Management Services Rating Sheet

Grant Recipient \_\_\_\_\_

Program(s) FEMA PA/HMA

Name of Respondent \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

Date of Rating \_\_\_\_\_

**Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services will be scored only on those services.**

### Experience

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Related experience / background with federally funded projects	5	_____
2. Related experience/background with specific project type (debris, emergency measures, permanent restoration) or grant type (drainage, generators, safe rooms, etc.)	5	_____
3. Related experience / background specific to Public Assistance / Hazard Mitigation,	5	_____
a. Working directly with FEMA and TDEM/TWDB	5	_____
b. Environmental review	5	_____
4. References from current/past clients	5	_____
<b>Subtotal, Experience</b>	<b>30</b>	_____

### Work Performance

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Facilitates completion of activities on schedule related to Federal Agencies, and/or State Agencies, and/or client requests	10	_____
2. Work product is consistently of high quality with low level of errors	5	_____
3. Past client/FEMA, FHWA, TDEM other Federal Agencies, and/or State Relief Programs projects have low level of monitoring findings/concerns	5	_____
4. Manages projects within budgetary constraints	5	_____
<b>Subtotal, Performance</b>	<b>25</b>	_____

### Capacity to Perform

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Qualifications / experience of staff	10	_____
2. Present and Projected Workloads	5	_____
3. Demonstrated understanding of scope of the FEMA PA/HMA Project(s), as appropriate	10	_____
<b>Subtotal, Capacity to Perform</b>	<b>25</b>	_____

### Proposed Cost

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	_____
A = Lowest Proposal \$ _____ $A \div B \times 20 = \text{Respondent's Score}$	20	_____
B = Respondent's Proposal \$ _____		

### TOTAL SCORE

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	25	_____
<input type="checkbox"/> Proposed Cost	20	_____
<b>Total Score</b>	<b>100</b>	_____

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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 is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **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:

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(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.

## Certification Regarding Lobbying

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

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

(a) 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.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>Report Type:</b> a. initial filing _____ b. material change
<b>Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier_____, if Known:  <b>Congressional District, if known:</b>		<b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>
<b>Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b>  \$
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____
<b>Federal Use Only</b>		<b>Authorized for Local Reproduction</b> Standard Form - LLL (Rev. 7-97)

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



## REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. **\*Language as of October 8, 2024**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , 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. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319</a>, <a href="#">12935</a>, <a href="#">3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	<p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>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.</p> <p>(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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) 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.</p> <p>(5) 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.</p> <p>(6) 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</p>	
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	<p>administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) 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 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.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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:</p> <p>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.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of</p>	
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	<p>Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p><b>FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.</b></p> <p>When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.</p> <p>If applicable per the standard described above, the NFE must include the provisions at <a href="#">29 C.F.R. § 5.5(a)(1)-(10)</a> in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.</p> <p>In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the <a href="#">FEMA Contract Provisions Guide</a>.</p>	<p>2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3</p>
> \$100,000+ Mechanics or Laborers	<p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess</p>	<p>2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5</p>

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

**Applicability**

**This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

**Required Language**

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 (b)(1) of this section the contractor and any subcontractor responsible therefor 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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) 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 (b)(2) of this section.

	<p>4. <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (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 (b)(1) through (4) of this section.</p> <p><b>For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.</b></p> <p><u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act.</p> <ol style="list-style-type: none"> <li>1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.</li> <li>2. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.</li> </ol>	
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a>, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p> <p><b>This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.</b></p>	<p>2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).</p>
>\$150,000	<p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671q</a>.) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<a href="#">42 U.S.C. 7401-7671q</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). Violations must</p>	<p>2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401- 7671q; 33 U.S.C. §§ 1251-1387</p>

	<p>be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p><u>Suggested Language:</u>  Clean Air Act  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 <i>et seq.</i></p> <p>The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.</p> <p>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.</p> <p>Federal Water Pollution Control Act  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 <i>et seq.</i></p> <p>The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.</p> <p>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.</p>	
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.</p> <p><u>Suggested Language:</u>  Suspension and Debarment  This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at</p>	<p>2 CFR 200  APPENDIX II (H);  2 C.F.R. Part 180  (implementing  Executive Order  12549, Debarment  and Suspension  (1986) and  Executive Order  12689, Debarment  and Suspension  (1989)); 2 C.F.R.  Part 3000  (Department of  Homeland Security  regulations for  Non-procurement  Debarment and  Suspension,</p>

	<p>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).</p> <p>The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.</p>	implementing 2 C.F.R. Part 180).
> \$100,000; and Certification required for all contracts greater than \$100,000	<p>Byrd Anti-Lobbying Amendment (<a href="#">31 U.S.C. 1352</a>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <a href="#">31 U.S.C. 1352</a>. 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.</p> <p><b>If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000.</b></p> <p><u>Required Certification:</u> CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
Work involves the use of materials, and the contract is for more than \$10,000	<p>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, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> 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 during 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.</p>	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)



	<p><u>Suggested Language:</u></p> <p>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—</p> <p>Competitively within a timeframe providing for compliance with the contract performance schedule;</p> <p>Meeting contract performance requirements; or</p> <p>At a reasonable price.</p> <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p> <p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	
>\$100,000	<p><i>§135.38 Section 3 clause</i></p> <p><i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of</p>	

	<p>the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<p>None; All FEMA declarations and awards issued on or after November 12, 2020.</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ul> <ul style="list-style-type: none"> <li>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision</li> </ul>	<p>2 CFR 200.216</p>

	<p>Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None; All FEMA declarations and awards issued on or after November 12, 2020.	<p><u>Suggested Language:</u></p> <p>If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p>	2 C.F.R. § 200.321(b)(1)-(5)

	<p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p>	2 CFR 200.334; and 200.337

	<p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> <p><u>Suggested Language for All Procurements:</u></p> <ul style="list-style-type: none"> <li>a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), 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.</li> <li>b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.</li> <li>c. 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.</li> <li>d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.</li> </ul>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C. 1189(a)(1) of the United States Code.</p>	<p>United States Code 19 U.S.C. 2511</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <ul style="list-style-type: none"> <li>(1) is between a governmental entity and a company with 10 or more full-time employees; and</li> <li>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</li> </ul> <p>(b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <ul style="list-style-type: none"> <li>(1) does not boycott Israel; and</li> <li>(2) will not boycott Israel during the term of the contract.</li> </ul>	<p>(Adhere to your State's Local Government Code)</p>
Option Contract Language for contracts awarded prior to Grant Award	<p>The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.</p>	<p>Optional</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p>42 U.S.C. 6201</p>

	<p><u>Suggested Language:</u></p> <p>The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).</p>	
	<p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p>	<p>Section 504 of the Rehabilitation Act of 1973, as amended.</p>
	<p>Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i>, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.</p>	<p>Pub. L. 117-103, 136 Stat. 49</p>

PROVISION	APPLICABILITY	REGULATORY CITATION	SAMPLE LANGUAGE?	CONTRACT LANGUAGE
<b>ADDITIONAL REQUIRED CONTRACT PROVISIONS</b>				
Civil Rights Act of 1964	-	Civil Rights Act	Yes.	<p><u>Suggested Language:</u></p> <p>Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, 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.</p>
Prohibition on Contracting for Covered Telecommunications Equipment or Services	All FEMA declarations and awards issued on or after November 12, 2020.	2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).	Yes.	<p><u>Suggested Language:</u></p> <p>Prohibition on Contracting for Covered Telecommunications Equipment or Services</p> <p>(a) <i>Definitions.</i> As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—</p> <p>(b) <i>Prohibitions.</i></p> <p>(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.</p> <p>(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant,</p>

				<p>cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:</p> <p>(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;</p> <p>(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;</p> <p>(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or</p> <p>(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.</p> <p>(c) <i>Exceptions.</i></p> <p>(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or</p> <p>(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.</p>
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				<p>(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:</p> <p>i. Are <i>not used</i> as a substantial or essential component of any system; <i>and</i></p> <p>ii. Are <i>not used</i> as critical technology of any system.</p> <p>(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.</p> <p>(d) <i>Reporting requirement.</i></p> <p>(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.</p> <p>(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:</p> <p>(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.</p>
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				<p>(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.</p> <p>(e) <i>Subcontracts</i>. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.</p>
Domestic Preferences for Procurements		2 C.F.R. § 200.322	Yes.	<p><u>Suggested Language:</u></p> <p>Domestic Preference for Procurements</p> <p>As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.</p> <p>For purposes of this clause:</p> <p><i>Produced in the United States</i> means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p><i>Manufactured products</i> mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>

### ADDITIONAL FEMA CONTRACT PROVISIONS

Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for NFE contracts. Therefore, FEMA recommends the following:

Contract Changes or Modifications		2 C.F.R. § 200.403	No. It depends on nature of contract and end-item procured.	<u>No suggested language.</u>  FEMA recommends that all contracts include a changes clause 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. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The NFE should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.
DHS Seal, Logo, and Flags		Department of Homeland Security (DHS) Terms and Conditions	Yes.	<u>Suggested Language:</u>  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. The contractor shall include this provision in any subcontracts.
Compliance with federal Law, Regulations and Executive Orders			Yes.	<u>Suggested Language:</u>  This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
No Obligation by Federal Government		2 C.F.R. § 200.318(k)	Yes.	<u>Suggested Language:</u>  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.
Program Fraud and False or Fraudulent Statements or Related Acts		31 U.S.C. §§ 3729-3733.	Yes.	<u>Suggested Language:</u>  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.
Copyright	All procurements that may involve creation of copyrightable material.	2 C.F.R. § 200.315	Yes.	<p><u>Suggested Language:</u></p> <p>License and Delivery of Works Subject to Copyright and Data Rights</p> <p>The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).</p>
<b>ADDITIONAL FEDERAL &amp; STATE REQUIREMENTS</b>				
Conflicts of Interest	All	24 C.F.R. 570.489(g) and Uniform Grant Management Standards (UGMS) of the Texas Comptroller of Public Accounts, 2	Yes.	<p><u>Required Language:</u></p> <p>a) Governing Body. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY, who exercises any functions or responsibilities in connection with administration,</p>

		C.F.R. 200.318(c)(1)		<p>construction, engineering, or implementation of FEMA award between FEMA and the CITY, shall have any personal financial interest, direct or indirect, in the CONTRACTOR or this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance.</p> <p>b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the FEMA award between TDEM and the CITY, shall have any personal financial interest, direct or indirect, in the CONTRACTOR or this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance.</p> <p>c) The CONTRACTOR and Employees. The CONTRACTOR warrants and represents that it has no conflict of interest associated with the FEMA award between FEMA and the CITY or this Contract. The CONTRACTOR further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the FEMA award between FEMA and the CITY or in any business, entity, organization or person that may benefit from the award. The CONTRACTOR further agrees that it will not employ an individual with a conflict of interest as described herein.</p>
Age Discrimination Act of 1975		Age Discrimination Act of 1975.	Yes.	<p><u>Suggested Language:</u></p> <p>The CONTRACTOR shall comply with the Age Discrimination Act of 1975 which provides that 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</p>

				program or activity receiving federal financial assistance.
<p style="text-align: center;"><b>ADDITIONAL REQUIRED PROVISIONS</b></p> <p style="text-align: center;">TDEM reviews HMGP contracts for the following provisions:</p>				
Pre-Award Contingency	Pre-Award Contracts	-	Yes	<p><b>This provision is applicable for projects in the application phase prior to grant award.</b></p> <p><u>Suggested Language:</u></p> <p>The contract award is contingent upon the receipt of HMGP funds. If no such funds are awarded, then the contract shall terminate.</p>
Findings Confidential	-	-		<p><u>Suggested Language:</u></p> <p>All reports, information, data, etc., prepared or assembled by CONTRACTOR under this contract are confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval by the CITY.</p>
Local Program Liaison	TDEM	-		<p><u>Suggested Language:</u></p> <p>For purposes of this Agreement, the Mayor or equivalent authorized person</p> <p>will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.</p>
Resolution of Program Non-compliance	-	-	Yes	<p><u>Sample Language:</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to determining the party responsible for any disallowed costs as a result of noncompliance with federal, state, or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to</p>

				the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
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