



Orange Water and Sewer Authority

Our community's trusted partner for clean water and environmental protection.

RFQ NO. 26-008

REQUEST FOR QUOTES

FOR

FEMA CONSULTING SERVICES

Date Issued: December 19, 2025



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NOTIFICATION

REQUEST FOR QUOTES
SOLICITATION NO. 26-008
FOR
FEMA CONSULTING SERVICES

1 NOTICE OF REQUEST FOR QUOTES

The purpose of this Request for Quote is to secure the services of a qualified consultant (individual or firm) to provide **FEMA Public Assistance consulting and emergency recovery support services**. The consultant will assist OWASA with preparing, submitting, tracking, and managing FEMA disaster submittals and related documentation to maximize federal reimbursement and ensure compliance with applicable regulations.

Quotes are solicited and will be received via email at dmoore@owasa.org, until **2:00 p.m., ET Monday, December 29, 2025**, for FEMA CONSULTING SERVICES.

Questions regarding this RFQ shall be directed via email to dmoore@owasa.org.

OWASA reserves the right to reject any or all Quotes.

SCHEDULE

<i>DATE</i>	<i>EVENTS</i>
December 19, 2025	RFQ distributed and posted to OWASA website
December 29, 2025 2:00 PM ET	Quotes due via email at dmoore@owasa.org
December 30, 2025 (tentative)	Notice of Contract Award
January 2, 2026 (tentative)	Contract Start Date

2 SCOPE OF WORK

See Attachment A

3 FIRM INSTRUCTIONS

Quotes shall be delivered to David Moore, Procurement Coordinator, via email at dmoore@owasa.org. Title the subject line FEMA Consulting Services.



This procurement is funded in whole or in part by federal funding through FEMA and is subject to applicable federal requirements under 2 CFR Part 200.

Federal contract provisions included in *Attachment G* will be incorporated into the final contract.

OWASA reserves the right to reject any or all Quotes for any reason determined by OWASA to be in its best interest.

INFORMATION REQUIRED FROM THE SUBMITTER

Required Submittals and Attachments

1. **Firm Information and Contact**

Firm name, address, primary contact person, email address, and phone number.

2. **Relevant FEMA Experience**

A brief summary (one to two paragraphs) of the firm's experience providing **FEMA Public Assistance consulting services**, including examples of work performed for public agencies.

3. **Availability**

Confirmation of the firm's ability to mobilize and begin work within **24–48 hours** of notice to proceed, including identification of key personnel.

4. **Fee Schedule**

A proposed **hourly rate schedule** by labor category and a proposed **Not-to-Exceed (NTE) amount**.

5. **Certifications**

Required federal and state certifications may be submitted with the quote or provided **prior to contract execution** upon request.

Responsiveness

Failure to submit the required information may result in the quote being deemed non-responsive.

Evaluation

Quotes will be evaluated on a pass/fail basis for minimum experience and availability, and that among firms deemed qualified, OWASA will select a responsible firm whose pricing is determined to be reasonable and whose services best meet the needs of the Authority.

4 SELECTION PROCESS FEMA CONSULTING SERVICES,

OWASA will review all timely submitted quotes to determine responsiveness and qualifications.



Step 1 – Responsiveness Review (Pass/Fail)

OWASA will review each quote to confirm that all required information has been submitted in accordance with this RFQ. Quotes that are incomplete or fail to meet submission requirements may be deemed non-responsive and removed from further consideration.

Step 2 – Qualification Review (Pass/Fail)

Responsive quotes will be evaluated on a pass/fail basis to determine whether the submitter demonstrates:

- Relevant experience providing FEMA Public Assistance consulting services; and
- Ability to mobilize and begin work within the required timeframe.

Quotes that fail to meet the minimum qualification requirements will not be considered further.

Step 3 – Price Reasonableness Review

For submitters deemed qualified, OWASA will review proposed hourly rates and the Not-to-Exceed (NTE) amount to determine price reasonableness. Pricing will be evaluated for consistency with the scope of services, market conditions, and other quotes received.

Step 4 – Selection

Among submitters determined to be responsive and qualified, OWASA will select the consultant whose quote is determined to meet the needs of the Authority, considering experience, availability, and the reasonableness of proposed pricing.

OWASA reserves the right to:

- *Request clarification or additional information from submitters;*
- *Waive minor irregularities that do not affect the fairness of the procurement; and*
- *Reject any or all quotes if deemed to be in the best interest of OWASA.*

Late Quotes

- *Quotes received after the stated submission deadline will not be accepted or considered.*

5 GENERAL CONDITIONS

5.1 Proprietary Information

Any reservations on the use of data contained in the proposal shall be clearly stated in writing. OWASA will attempt to comply with a Proposer's designation of proprietary/confidential information. However, OWASA may not be able to withhold a record (data, document, etc.) or deny access to a record requested by an individual (the public) when an obligation is imposed upon OWASA under the North Carolina Public Records Act (Act). OWASA's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Act. Records which the Proposer considers to be trade secrets and privileged or confidential must be identified by the Proposer on each page submitted.



5.2 Withdrawal of Quotes

Any quote may be withdrawn by written notice at any time prior to the stated quote submission deadline. The withdrawal request must be executed by the submitter or a duly authorized representative. Withdrawal of a quote does not prejudice the submitter's right to submit a new quote prior to the submission deadline. No quotes may be withdrawn after the submission deadline.

5.3 Acceptance of Terms and Conditions

Submission of a quote constitutes acceptance of all terms, conditions, and requirements contained in this RFQ.

5.4 False, Incomplete or Unresponsive Statements

False, incomplete, or misleading information may be cause for rejection of a quote.

5.5 Minority Business Participation

OWASA encourages participation by minority-owned and women-owned businesses in accordance with its policies.

5.6 Insurance

The selected consultant shall be required to provide proof of insurance meeting OWASA requirements prior to contract execution.

5.6.1 Excess/Umbrella Liability Insurance, with a limit of \$4,000,000.

5.6.2 General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.

5.6.3 General Liability Property Damage Liability, with a limit of \$1,000,000 for each occurrence.

5.6.4 Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

5.6.5 Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$1,000,000 for each occurrence.

Insurance requirements may be adjusted as appropriate for professional services.

ATTACHMENT A

SCOPE OF SERVICES – FEMA CONSULTING SERVICES

The selected consultant shall provide professional FEMA Public Assistance (PA) consulting services to assist OWASA with disaster recovery, documentation, and federal reimbursement efforts. Services may include, but are not limited to, the following:

1. FEMA Public Assistance Support

- Assist with preparation, review, and submission of FEMA Public Assistance documentation, including Project Worksheets (PWs), scopes of work, and supporting materials.
- Provide guidance on FEMA eligibility requirements for emergency and permanent work.

2. Documentation and Cost Recovery

- Assist OWASA with organizing, reviewing, and validating cost documentation, including force account labor, equipment usage, contracts, invoices, and other supporting records.
- Advise on FEMA-compliant documentation standards and best practices to support reimbursement.

3. Procurement Compliance Review

- Review procurement documentation related to FEMA-funded activities to identify potential gaps or compliance issues under **2 CFR Part 200**.
- Provide recommendations to address identified gaps and support FEMA eligibility and audit readiness.

4. Policy and Procedure Review

- Review applicable OWASA procurement and contracting policies and procedures **as they relate to FEMA-funded activities** and provide guidance to ensure alignment with federal procurement requirements.

5. Coordination and Technical Assistance

- Coordinate with FEMA and State Emergency Management representatives as requested.
- Participate in meetings, briefings, site visits, and calls related to FEMA recovery efforts.

6. Amendments, Appeals, and Closeout

- Assist with preparation of Project Worksheet amendments, appeals, and closeout documentation, as needed.

7. Advisory and Staff Support

- Provide technical guidance and advisory support to OWASA staff regarding FEMA policies, procedures, and compliance requirements.
- Provide staff augmentation support during periods of increased workload related to FEMA recovery.

Services shall be provided on an **as-needed basis** and authorized by OWASA. The scope of services may evolve based on FEMA determinations, project needs, and funding eligibility.

Attachment B

E-VERIFY AFFIDAVIT

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity identified as the "Employer") after first being duly sworn

hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes.
3. Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer for specified contracts subject to E-Verify entered into with the Orange Water and Sewer Authority.

This _____ day of _____, _____.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, _____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Name of Counterparty: _____

ATTACHMENT C



CERTIFICATION REGARDING CONFLICT OF INTEREST

The Submitter is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

All Vendors should be aware of OWASA'S Code of Ethics, which prohibits OWASA Employees and Board Members from having certain relationships with persons or entities conducting (or proposing to conduct) business with OWASA and which prohibits the acceptance of gifts from Vendors. If the Vendor has an actual or potential conflict, the Vendor shall disclose any Conflict of Interest that may exist.

Conflicts of Interest (Potential or actual) will be evaluated by OWASA'S General Counsel to determine the proper course of action. Failure to comply with the provisions established above may render the vendor ineligible to participate in OWASA'S procurement process.

The Submitter hereby discloses no conflicts of interest.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

OR

The Submitter hereby discloses the following circumstances that could give rise to a conflict of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

ATTACHMENT C

Name of the Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest:

Proposed Remedy:

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

ATTACHMENT D

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.



Signature _____ Date _____

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Attachment E

Companies Boycotting Israel Divestment Act Certification Form

RFP/RFQ Number (if applicable): _____

Name of Contracting Party or Bidder: _____

COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-86.81et seq. *

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.81.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.81(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx> and will be updated every 180 days.

* Note: Enacted by Session Law 2017-193 as N.C.G.S. §147-86.81et seq.

Attachment F



NON-COLLUSION AFFIDAVIT

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor certifies, under penalty of perjury according to North Carolina law, their compliance with non-collusion standards. This affidavit affirms the Contractor's adherence to the required non-collusion guidelines without any exceptions.

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____
Print or type name

Address as Prequalified _____

Signature of Prequalified Bidder _____
Print or type Signer's Name

Signature of Witness _____
Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20__.

Signature of Notary Public
of _____ County
State of _____

My Commission Expires: _____

NOTARY SEAL

FEMA-Funded Contract Clauses

Remedies

In the event of any breach or default under this Agreement, the non-breaching party shall be entitled to pursue all remedies available at law or in equity, including, but not limited to, specific performance, injunctive relief, and recovery of damages. The parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State of North Carolina. The parties hereby submit to the jurisdiction and venue of such courts and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles.

Termination for Cause and for Convenience

Termination for Convenience

The Agency may terminate this Contract, in whole or in part, at any time when it is in the Agency's best interest. Termination shall be effected by written notice to the Contractor stating the extent and effective date of termination. The Contractor shall be paid the Contract price for work satisfactorily performed up to the effective date of termination, including reasonable close-out costs, but shall not be paid for anticipated profit on unperformed work. The Contractor shall promptly submit a termination settlement proposal and shall account for any Agency property in its possession, disposing of it as directed by the Agency.

Termination for Default (Cause)

The Agency may terminate this Contract for default if the Contractor fails to deliver the required supplies or services, fails to perform in accordance with Contract requirements, or fails to comply with any provision of this Contract. Termination shall be effected by written Notice of Termination specifying the nature of the default. The Contractor will be paid only for supplies delivered and accepted or services performed in accordance with Contract requirements.

If, after termination, the Agency determines that the Contractor's failure to perform was due to causes beyond the Contractor's control and without its fault or negligence, the termination shall be treated as a **Termination for Convenience**.

Opportunity to Cure

Before terminating for default, the Agency may, at its sole discretion, provide the Contractor written notice of the deficiency and a short, reasonable opportunity to cure. If the Contractor does

Attachment G

not cure the deficiency within the time allowed, the Agency may terminate the Contract for default without further notice.

Equal Employment Opportunity

If applicable, this contract incorporates the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, as amended:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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:
 - Employment,
 - Upgrading,
 - Demotion or transfer,
 - Recruitment or recruitment advertising,
 - Layoff or termination,
 - Rates of pay or other forms of compensation,
 - Selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
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.
4. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the contractor's

Attachment G

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, and will permit access to books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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.
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.

Contract Work Hours and Safety Standards Act

(For contracts over \$100,000 involving mechanics or laborers)

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible

Attachment G

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 (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

Clean Air Act and Federal Water Pollution Control Act

(For contracts over \$150,000)

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

FEMA Federal Clauses

Attachment G

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

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

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV, 6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, 6.d and Appendix C, 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

Suspension and Debarment

Attachment G

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

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

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

(Applies to contracts over \$100,000)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

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complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all 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). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name and Title of Contractor's Authorized Official

Date

Procurement of Recovered Materials

(Applies to contracts for items designated under EPA guidelines)

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

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

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

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

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide OWASA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

Changes

No change to this contract shall be made unless in writing and signed by both parties. Changes in cost or time require a formal amendment. The Contractor shall not proceed with any additional work without written authorization.

Civil Rights – Non-Discrimination (Title VI)

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and related authorities, ensuring no person is excluded from participation in, or denied the benefits of, any program or activity on the basis of race, color, or national origin.

DHS Seal, Logo, and Flags

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

Compliance with Federal Law, Regulations, and Executive Orders

The Contractor acknowledges 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 the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Recipient, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Prohibited Telecommunications and Video Surveillance Equipment

Pursuant to 2 CFR § 200.216, the Contractor shall not use federal funds under this 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;
- Extend or renew a contract to procure or obtain any such equipment, system, or service; or
- Enter into a contract to procure or obtain any such equipment, system, or service.

“Covered telecommunications equipment or services” include those provided by the following entities and their subsidiaries or affiliates:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

Contractor certifies by entering into this agreement that it does not use covered equipment and will not use FEMA funds in violation of this prohibition.

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Build America, Buy America Act (BABAA) – Domestic Preference for Infrastructure Projects

Domestic Preference for Infrastructure Projects (BABAA)

In accordance with the Build America, Buy America Act (BABAA) as required by Section 70914 of Pub. L. No. 117-58, and implemented under 2 CFR § 200.322 and OMB Memorandum M-24-02, the Contractor shall ensure that all iron, steel, manufactured products, and construction materials used in the performance of this FEMA-funded infrastructure project are produced in the United States.

This provision applies to all infrastructure projects receiving FEMA assistance, including those undertaken during or following emergency declarations, except where a waiver has been granted by the federal awarding agency.

For the purposes of this clause:

- **Iron and steel products** must be produced in the United States from melting through coating.
- **Manufactured products** must be manufactured in the United States and meet cost of component thresholds as prescribed by OMB guidance.
- **Construction materials** include: non-ferrous metals, plastic and polymer-based products, glass, fiber optic cable, lumber, engineered wood, and drywall.

The Contractor must retain documentation demonstrating compliance and make such records available upon request.

Domestic Preference for Procurements

In accordance with 2 CFR § 200.322, the Contractor shall, 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. The Contractor must include this requirement in all subcontracts and purchase orders.

Bonding Requirements

(Applicable to construction or facility improvement contracts over \$250,000)

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (currently \$250,000), the following bonding requirements apply:

a. Bid Guarantee:

The contractor must provide a bid guarantee equivalent to **5% of the bid price**. The bid guarantee must be in the form of a **bid bond, certified check, or other negotiable instrument**

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accompanying the bid. It ensures that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b. Performance Bond:

The contractor must furnish a performance bond for **100% of the contract price**, which guarantees faithful performance of the contract.

c. Payment Bond:

The contractor must furnish a payment bond for **100% of the contract price**, which assures payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

These bonding requirements are mandated by **2 CFR § 200.325** and are intended to protect the awarding agency and ensure satisfactory performance by the selected contractor.

Responsibility of Contractors

(Required for all contracts and subcontracts funded under federal awards)

In accordance with **2 CFR § 200.318(h)**, the Contractor must be able to demonstrate that it is a responsible entity prior to the award of any contract. A responsible contractor is one who:

1. **Has the necessary technical and financial capacity** to perform the work;
2. **Has a satisfactory performance record**, including compliance with past contractual and legal requirements;
3. **Is not suspended or debarred** from participating in federal programs (must not appear in the SAM.gov exclusions database);
4. **Has a valid DUNS number or UEI**, if required;
5. **Maintains the necessary business integrity and ethics** to perform under a federal award.

The Contractor must also ensure that any subcontractors meet these same standards of responsibility before entering into a subcontract agreement.

Failure to demonstrate responsibility may result in disqualification from award or termination of the contract.

Cost and Price Analysis

In accordance with **2 CFR § 200.323**, the non-federal entity (the awarding agency) must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The purpose of the analysis is to ensure that the price is fair and reasonable.

The Contractor acknowledges and agrees that:

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1. The **non-federal entity has conducted** a cost or price analysis prior to the award of this contract or any modification exceeding the Simplified Acquisition Threshold.
2. The **Contractor may be required to submit** cost data or pricing information to support its price proposal, depending on the procurement method used and the absence of price competition.
3. The **Contractor's proposed price** has been evaluated and determined to be fair and reasonable through one or more of the following methods:
 - Adequate price competition
 - Comparison to historical prices
 - Market research
 - Analysis of cost elements and profit
4. The **Contractor must maintain** records to support the pricing and cost structure proposed and must make these records available to the awarding agency and/or FEMA upon request.

Failure to cooperate with cost/price analysis efforts or to provide supporting documentation upon request may be grounds for disqualification or termination of the contract.

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1. Debarment & Suspension Certification (Contractors and Lower-Tier Vendors, 2 CFR 180)

Vendor Certification

The undersigned certifies, to the best of their knowledge and belief, that the company and its principals:

1. Are **not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded** from participation in any Federal assistance program or activity.
2. Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or performing a public (Federal, State, or local) contract or subcontract.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with any of the offenses noted above.

This certification applies to **prime contractors and any lower-tier subcontractors or suppliers** involved in FEMA-funded projects.

Signature: _____

Name & Title: _____

Organization: _____

Date: _____

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2. Anti-Lobbying Certification (Byrd Amendment, 31 U.S.C. §1352)

Vendor Certification

For contracts exceeding \$100,000:

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of this contract.
2. If any non-Federal funds have been used for lobbying activities, the contractor shall complete and submit Standard Form-LLL (Disclosure Form to Report Lobbying).

Signature: _____

Name & Title: _____

Organization: _____

Date: _____
