

Gadsden County School District

35 Martin Luther King Jr. Blvd, Quincy, Florida. 32351

Request for Qualifications (RFQ)

For

Architectural and/or Engineering Services

For

Carter Parramore Academy

For

Disaster Damages to Impacted School District Facilities and Infrastructure due to Hurricane Michael from 2018.

Date: June 26, 2024

RFQ#2024-003

Pursuant to the regulations found at 2 Code of Federal Regulations (“C.F.R.”) Part 200 et seq, in addition to the statutory authority, regulatory requirements, and programmatic guidance governing the Federal Emergency Management Agency’s (“FEMA”) Disaster Recovery Programs, the **Gadsden County School District** (hereinafter the “**School District’s**”) requests qualified firms to submit their qualifications to complete the scope of work as described in this solicitation.

INSTRUCTION TO PROPOSERS

A. NOTICE

RFQ-#2024-003 To Provide Request for Qualifications (RFQ) for Engineering and/or Architectural Services for Disaster Damages to Impacted **School District** Facilities and Infrastructure.

Information provided in the statement of work is to be used only for purposes of preparing a proposal of qualifications. It is further expected that each bidder will read the scope of work thoroughly to provide a response that meets all requirements outlined in the scope of work.

The **School District** reserves the right to reject any or all proposals for qualifications or any portion thereof and to accept the submission deemed most advantageous to the **School District**.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. **Request for additional information clarifying the Scope of Work should be directed in writing to Gadsden County School District, Purchasing Office – ATTN: Andrea Lawson, 35 Martin Luther King Jr. Blvd. Quincy, Florida 32351.**

STATEMENT OF PURPOSE

The primary purpose of this Request for Qualifications is to procure qualified engineering and/or architectural consultants or multidisciplinary teams to assist in the assessment of damages to develop Construction Plans, Specifications, Cost Estimates, Mitigation Actions, Bid and Construction Documents; and perform other related services for various projects that may be funded through the Federal Emergency Management Agency (FEMA)'s Public Assistance grant program and/or the U.S. Department of Housing and Urban Development (HUD)'s Community Development Block Grant Disaster Recovery Program. These consulting services shall be performed in accordance with all local, State, and Federal laws, regulations, and executive orders applicable to these grant programs.

B. SCOPE OF WORK

The **School District** seeks to obtain sealed proposals from qualified engineers and architects or multi-disciplinary teams to assist in the assessment of damages to public facilities and infrastructure caused by **Hurricane Michael** and any future damage events within the available term of any agreement executed following this agreement; recommend actions for repair, upgrade, or mitigation; prepare exhibits and other documents; develop Construction Plans, Specifications, Cost Estimates, Mitigation Actions, Bid and Construction Documents; Construction Management; and perform other related services, for various projects that may be funded through the Federal Emergency Management Agency (FEMA)'s Public Assistance grant program, the Hazard Mitigation Grant Program

(HMGP), and/or the U.S. Department of Housing and Urban Development (HUD)'s Community Development Block Grant Disaster Recovery Program. The selected consultant(s) must have knowledge of and provide all services in full compliance with all local, State, and Federal laws, regulations, and executive orders applicable to these grant programs.

Scope of Architectural and Engineering Services

1. Preliminary Design Phase:

- a. Site Evaluation:
 - Conduct a site assessment to evaluate the suitability of the existing building for renovations.
- b. Programming:
 - Define the space requirements, as required by codes and standards and applicable regulations.
- c. Conceptual Design:
 - Develop preliminary design concepts that meet the project objectives
 - Cost Estimation
 - Provide preliminary cost estimates for the renovation project.

2. Design Development Phase:

- a. Architectural Design:
 - Develop detailed architectural plans, including floor plans, elevations, and building sections.
- b. Structural Engineering:
 - Assess the structural integrity of the existing building and design structural modifications as necessary.
- c. Mechanical, Electrical, and Plumbing (MEP) Engineering:
 - Design MEP systems for the building, including HVAC, electrical, and plumbing.
- d. Fire and Life Safety:
 - Ensure compliance with fire and life safety codes, including the installation of necessary systems.
- e. Accessibility:
 - Design and implement accessibility features to meet ADA requirements.

3. Permitting and Regulatory Compliance:

- a. Prepare and submit permit applications to relevant authorities.
- b. Coordinate with local building officials to obtain necessary approvals and permits.
- c. Ensure compliance with federal grant requirements and reporting.

4. Construction Documentation Phase:

- a. Develop detailed construction drawings and specifications for bidding and construction.
- b. Assist in the selection of contractors through the federal grant's procurement process.

5. Construction Phase:

- a. Construction Administration:
 - Provide on-site inspections and monitoring to ensure the work is executed in accordance with the plans and specifications.

- Respond to requests for information (RFIs) and change orders as needed.
- b. Quality Assurance and Quality Control (QA/QC):
- Oversee quality control processes during construction to ensure compliance with design and code requirements.

6. Post-Construction Phase:

- a. Final Inspection:
 - 1) Conduct a final inspection to verify that the renovated building complies with all relevant codes and regulations.
- b. Project Closeout:
 - 1) Assist in the closeout process, including final inspections, commissioning, and obtaining the Certificate of Occupancy.
- c. Provide as-built drawings and operation manuals to the client.

7. Deliverables:

- a. The following deliverables will be provided to the client upon project completion:
 - a. Final architectural and engineering drawings and specifications
 - b. Inspection reports and compliance documentation
 - c. As-built drawings
- b. An assigned project manager will serve as engagement leader and will coordinate the tasks outlined above, taking direction from OWNER's designee. Other consulting staff (subconsultants) will provide support or technical services as required for implementation and accounting or the permanent work.
- c. When authorized, this work will include the assessment and project development for the **School District** building. Project development will also include all permitting, coordination with outside agencies, and any other items necessary to develop the project in compliance with funding source requirements successfully.
- d. This work will include the assessment and project development, when authorized, for any of the **School District's** facilities and infrastructure including, but not limited to: water and sewer facilities, roads, bridges, drainage, parks and other recreational facilities, public buildings, and other structures. Project development will also include all permitting, coordination with outside agencies, and any other items necessary to successfully develop the project in compliance with funding source requirements.
- e. The **School District** may use this RFQ to enter one or more contracts, each comprising one or more partial scopes of work, projects, or stages of work. No work may commence, and no cost may be incurred on any scope of work, project, or work stage without prior written authorization to proceed.
- f. The executed contract will meet all rules for Federal grants, as provided for in Title 44 Code of Federal Regulations and 2CFR 200.317 through 200.326 and Appendix II.

C. TIMETABLE

1. Last day for requests for written clarification will be

July 15, 2024 at 10:00 a.m. Eastern Standard Time.

2. Proposals will be accepted by **Gadsden County School District** no later than **July 22, 2024 at 5:00 p.m.** Eastern Standard Time.

D. SUBMISSION OF PROPOSALS OF QUALIFICATIONS/RATE SCHEDULE

All interested parties shall submit **one (1)** electronic copy and **five (5)** hard copies of the proposals of qualifications/rate schedule, to Gadsden County School District, Purchasing Office – **ATTN: Andrea Lawson**, 35 Martin Luther King Jr. Blvd. Quincy, Florida 32351, no later than **July 22, 2024, at 5:00 p.m.** Eastern Standard Time.

E. CONSIDERATION OF PROPOSALS

This RFQ does not commit the School District to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposal of qualifications in anticipation of a contract. The School District reserves the right to reject any or all proposals of qualifications and to disregard any informality and/or irregularity in the quotation when, in its opinion, the best interest of the School District will be served by such action. Proposals failing to provide some of the items in the statement of work shall not be rejected per se but any deviations from the scope must be clearly noted.

F. ACCEPTANCE OF QUALIFICATIONS

The **School District** will notify proposers in writing of acceptance of one or more of the proposals of qualifications and rate schedules. Failure to provide any supplementary documentation to comply with the respondent's submission may be grounds for disqualification.

G. CONTENTS OF RFQ RESPONSE SUBMITTAL

The following is a list of information to be included in the submittal response:

1. **Executive Summary**
 - a. Name, address, email and telephone numbers.
 - b. Qualifications Statement – Type of service(s) for which individual/firm is qualified.
2. **Table of Contents** - Organized in the order cited in the format contained

herein.

3. **Proposer Qualifications and Experience** - History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc:
 - a. Names/addresses of Principals of Firm.
 - b. Resumes of key personnel with relevant experience.
 - c. Corporate Resolution
 - d. Insurance Certifications
 - e. Company Experience [“Past Projects”] with A/E design projects related to FEMA Funding - (3) similar projects undertaken within the last five (5) years similar in scope.
4. **References** - must include name, entity name, telephone number, & email address. Please provide three (3) references from similar projects completed in the last three years.

H. QUALIFICATIONS

The following general criteria in combination with the Score Card (attached as “Exhibit A”) will be used in evaluating the Qualifications Statements for Contractor selection:

1. Capability to perform all or most of the services required for the project
2. Recent experience with similar or other projects comparable to the proposed project.
3. Reputation for personal and professional integrity and competence.
4. Professional background and caliber of key personnel.
5. Capability to meet schedules and deadlines.
6. Qualifications and experience of the A/E firm.
7. Quality of projects previously undertaken.
8. Degree of interest shown in undertaking this project

I. SELECTION PROCESS

The contract for this project will be awarded through a qualifications-based selection process. All accepted proposals of qualifications and rate schedules will be reviewed by the Selection Committee. The selected firm (or firms) will then be presented to the **School District** authorization to enter a contract for this project. Pricing for all work requested through an executed contract will be negotiated with the firm or firms selected prior to execution of subsequent task orders with a not to exceed the amount stated.

The selection process shall be as follows:

A committee of no more than five (5) **School District** representatives will review all conforming proposals received prior to the deadline. The contents of all proposals will be reviewed based on the Qualifications identified in Section I and will be scored based on the point allocation contained with the **School District's** scorecard, attached hereto as Exhibit A. Each of the selection factors within Exhibit A will be assigned a value based on the total available points for that factor. The scores of all three committee members will be averaged on a final score card to assign a final ranking. Any ties will be judged based on the "References" selection factor, with the highest ranking being determined by the highest-scoring firm. Ties as to the Reference scoring factor will result in the **School District** picking the firm that best meets its needs.

**Exhibit A
Selection Committee
Score Card**

Selection Factor	Possible Points	Total Points Awarded
Capacity to Perform	30 pts	
Past Projects	50 pts	
References	20 pts	
Total Score	100 pts	

J. CONFLICT OF INTEREST

A proposer filing its qualifications hereby certifies that no officer, agent or employee of the **School District** has a pecuniary interest in this proposal of qualifications and rater schedule or has participated in contract negotiations on behalf of the **School District**; that the proposal of qualifications and rate schedule is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals of qualifications; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. The School District will also conduct its own internal conflict of interest review prior to entering contract negotiations with any firms.

K. INSURANCE REQUIREMENT

Prior to commencing work hereunder, Vendor at his/its expense will procure **and maintain the following minimum** insurance naming the **Gadsden County School District** - as an additional insured **for both ongoing and completed operations** on liability coverage and furnish certificates as to such on the **School District's** standard certificate form or standard accord form certifying the coverage as follows:

Contractor shall maintain the following minimum insurance coverages for the duration of the contract with carriers having a current A.M. Best Rating A-: VI or better. Such limits are minimum limits and do not serve as a cap on **Contractor's** liability under this contract.

Commercial General Liability Insurance –

The Vendor shall have and maintain during the life of the contract, Commercial General Liability Insurance in at least the following limits:

Limits	\$1,000,000 each occurrence
	\$2,000,000 general aggregate
	\$1,000,000 products/completed operations aggregate
	\$1,000,000 personal injury and advertising coverage

Such insurance shall name the **Gadsden County School District** as additional insured for both ongoing and completed operations by use of endorsements CG 20 10 and 20 37 or equivalent. Such insurance shall provide a waiver of subrogation in favor of the **Gadsden County School District** and be primary and noncontributory with any coverage maintained by **Gadsden County School District**.

Business Automobile Liability Insurance the Vendor shall have and maintain during the life of this contract, Comprehensive Automobile Liability, including owned, non-owned and hired vehicle, of below minimum limits.

Limits	\$1,000,000 combined single limit
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Such insurance shall name **Gadsden County School District** as additional insured, contain a waiver of subrogation in favor of the **Gadsden County School District**, and be primary and noncontributory with any insurance coverage maintained by the **Gadsden County School District**.

Workers' Compensation Insurance

Limits- Statutory benefits for the State in which operations are being performed
Employers' Liability Insurance.

Limits	\$1,000,000 each accident
	\$1,000,000 each employee – disease

\$1,000,000 policy limit – disease

Such insurance shall contain a waiver of subrogation in favor of the **Gadsden County School District**. To the fullest extent permitted by law, **Contractor** agrees to fully defend, indemnify and hold harmless **Owner and its employees, officers, and agents**, from and against all losses, expenses, liens, claims, demands, damages, or causes of action of every kind of character whatsoever, for the injury to or death of any persons or damage to property, including costs, attorney's fees and settlements, arising out of or in any way related to **Contractor's** operations under this agreement.

The Vendor shall not cause any insurance to be cancelled or permit any insurance to lapse.

All insurance policies shall contain a clause to the effect that the **Gadsden County School District** shall receive by written notice as evidenced by return receipt of registered or certified letter a ten (10) day notice of non-payment of premiums and notice on cancellation or non-renewal on the policy in accordance with policy provisions.

In all instances, Vendor must procure insurance naming the Gadsden County School District as an additional insured for ongoing and completed operations on the general and auto liability coverage and include a waiver of subrogation and be primary and noncontributory with any insurance maintained by the City.

NOTE TO PROPOSERS:

- 1) Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.
- 2) Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.

L. REQUIREMENTS FOR CORPORATION

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF CORPORATE RESOLUTION
3. CERTIFICATE OF GOOD STANDING

THESE WILL BE REQUIRED PRIOR TO EXECUTION OF CONTRACT.

M. REQUIRED CLAUSES / ANTI-LOBBYING

This procurement and any contracts entered as a result must be fully compliant with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 Code of Federal Regulations (“CFR”) Part 200 et seq. In particular, the contract clauses included in this solicitation as “Exhibit B” will be incorporated into any agreement reached with any firm selected for negotiation. Additionally, as part of the proposal, contractor will also execute an Anti-Lobbying Certification as “Exhibit C”.

N. SUSPENSION & DEBARMENT

The services sought through this procurement are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Prior to execution of any contracts resulting from this procurement, all contractors any identified sub-contractors must provide satisfactory evidence that they are neither debarred nor suspended as determined by the federal government’s System for Award Management.

O. CONTRACT DURATION

The contract resulting from this RFQ will have a base period length of **24 months**, beginning on the effective date of the contract or the date of the **School District’s** Authorized Agent’s signature, whichever is later. The **School District** reserves the right to renew the contract for an additional two (2) years which, if exercised, would result in a total contract period of four (4) years.

Exhibit B

Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

Throughout the performance of any work under this Agreement, the CONTRACTOR agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. 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.

- b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. 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 CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that 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.

2. **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.** As required by Federal program legislation:

- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is 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, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

3. **Compliance with the Contract Work Hours and Safety Standards Act.**

- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor 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.
- b. 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 therefor shall be liable for the unpaid wages. In addition, the 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 (a) 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 (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The CLIENT 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) of this section.
- d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and 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 (a) through (d) of this section.

- 4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37

C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

- 5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

- a. Clean Air Act.
 - i. 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. (2)
 - ii. The CONTRACTOR agrees to report each violation to the CLIENT] and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to the

State of Louisiana, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

b. Federal Water Pollution Control Act

i. 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.

ii. The CONTRACTOR agrees to report each violation to the CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to the State of Louisiana, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

6. Suspension and Debarment.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The CONTRACTOR will 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.

c. CONTRACTOR's certification is a material representation of fact relied upon by the CLIENT. 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 State of Louisiana, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. The CONTRACTOR certifies to the CLIENT that it has not and will not use 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. *The required Certification is provided as an addendum to this Agreement.*

b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier- to-tier up to the CLIENT.

8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:

- a. 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.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

9. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.** [48 CFR 52.204-25, Feb.23, 2024]

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 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 Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. 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 Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment. 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. See link below for prohibition on Contracting for Telecommunications and Video Surveillance Services or Equipment.

[https://www.acquisition.gov/far/52.204-25#:~:text=\(a\)%20Definitions,commercial%20services](https://www.acquisition.gov/far/52.204-25#:~:text=(a)%20Definitions,commercial%20services)

- d. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- e. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- f. **No Obligation by Federal Government.** “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
- g. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.
- h. **Domestic Preferences for Procurements.** [85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023] This content is from the eCFR and is authoritative but unofficial.
 - 1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - 2. For purposes of this section: (1) “Produced in the United States” 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. (2) “Manufactured products” means 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.
- i. **Federal Water Pollution Control Act (33 U.S.C. 1251 et seq)**
 - 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 Owner and understands and agrees that the Owner Inc will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 3. The contractor agrees to include these requirements in each subcontract

exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

j. **License and Delivery of Works Subject to Copyright and Data Rights**

The Contractor grants to the Owner, 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 Owner 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 Owner 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 Owner.

k. **Access to Records:** The following access to records requirements apply to the Contracting Firm, which includes its successors, transferees, assignees, and subcontractors:

1. The Contracting Firm agrees to provide the FKEC, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
2. The Contracting Firm agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and
3. Contracting Firm agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
4. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Florida Keys Electric Cooperative Association, Inc. 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.

10. **2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

- a. Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any

subcontractors under this Contract.

b. Affirmative steps must include:

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; and
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.

Exhibit C

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
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 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 32 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Authorized Agent:

Name: _____
Title: _____
Date: _____