



Wilma Kelly
Purchasing Manager

City of Alexandria

Purchasing Department

P.O. Box 71

Alexandria, Louisiana

71309-0071



Office: (318) 441-6180

Fax: (318) 619-3414

Requests for Proposals will be received until **2:00 PM CDT, Thursday, May 16, 2024**, and opened at the City of Alexandria Purchasing Department.

City of Alexandria **RFP #1824P**

Page: 1 of 15

Date RFP Prepared: April 10, 2023

Bid Bond Requirements: A bid bond or check for N/A% of the total amount of bid.

Please file quotations with the following:

Joann Swain, Sr. Buyer

City of Alexandria - Purchasing

2021 Industrial Park Road

Building WH

Alexandria, LA 71303

Phone: 318-441-6182 Fax: 318-619-3412

Performance Bond Requirements: In the event bid is accepted, a performance bond shall be required in the amount of N/A%.

INTRODUCTION

ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES

It is the intent of the City of Alexandria to secure pricing for **Electric Transmission & Distribution Emergency Services** for the City of Alexandria Electric Distribution Department for a twelve (12) month period. Prices are to be submitted on an hourly rate basis for the specified job classifications and equipment. *Bidders should be licensed by Louisiana State Licensing Board for Contractors in one of the following categories: Electrical Work (Statewide), Heavy Construction, or Electrical Transmission Lines.*

The City reserves the right to award a contract for Transmission and Distribution services separately or in combination, whichever is most advantageous to the City. The City may also elect to award the contract, or portions thereof, to more than one contractor.

Questions regarding this RFP shall be in writing and shall be directed to Joann Swain, Purchasing Department; fax 318-619-3412; or emailed to joann.swain@cityofalex.com. Written questions/clarifications must be submitted and received by Thursday, May 2, 2024 by 4:00 PM CST.

Proposals may be returned prior to the above opening date and time, via mail to The City of Alexandria Purchasing Department, Attn: Joann Swain, P.O. Box 71, Alexandria, LA 71309-0071; hand delivered to 2021 Industrial Park Road, Building WH, Alexandria, LA 71303; or via fax to (318) 619-3412; or e-mailed to joann.swain@cityofalex.com.

Please return this entire RFP package as submitted with any attachments you would like to send as additional company information.

GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY

1. Pursuant to LA R.S 38:2212.1. C.(1)(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.
2. Pursuant to LA R.S. 38:2212 B.(1), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
3. Preference shall be given to bidders quoting F.O.B. Destination (the City of Alexandria using department), FREIGHT PREPAID, unless otherwise requested.
4. Each bidder shall submit his proposal on the proposal form furnished by the City of Alexandria Purchasing Department. The complete bid package must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.
5. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.
6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
7. Pursuant to LA R.S. 38:2212 F., the bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the City.
8. Pursuant to LA R.S. 38:2212.1. F., any public procurement unit may participate in a cooperative purchasing agreement with the City of Alexandria to acquire quantities of the above listed items under a contract with the City of Alexandria for items awarded by public bid, pursuant to the cooperative purchasing provisions of Part VII of Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950, R.S. 39:1701 et seq.
9. The City of Alexandria reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)
10. All erasures or corrections on the bid form must be initialed and the City of Alexandria may rely on the apparent authority represented by the initials.
11. The City of Alexandria reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

General Conditions for Bidders - Please Read Carefully

12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
13. Bids shall be opened publicly in the City Council Chambers or Council Committee Room.
14. Cash discounts may be accepted, but SHALL NOT be considered in making award.
15. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, a written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.
16. When any bid is accepted for the construction or doing of any public works, a written contract shall be executed by and between the City of Alexandria and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the City of Alexandria. This action may result in the loss of bidding privileges for a period of one (1) year.
17. The City of Alexandria shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.
18. The City of Alexandria is exempt from all sales taxes. A sales tax exempt form shall be furnished by the City of Alexandria Purchasing Department, if requested.
19. Bidder(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.
20. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:
 - (a) By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;
 - (b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
 - (c) By satisfactory completion of all services and obligations described in the contract.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

General Conditions for Bidders - Please Read Carefully

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the city Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

21. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 B.(5)(a)(b)(c) (see Item #22 below).

22. All bids submitted via USPS (registered or certified), overnight courier or hand delivered, shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212 B.(5)(a)(b)(c), which states:

(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the State of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the Secretary of State.

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principle, or other documents indicating authority which are acceptable to the public entity.

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the Secretary of State in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

General Conditions for Bidders - Please Read Carefully

23. In-State preferences shall not apply to procurements involving federal funds.
24. Pursuant to LA R.S. 38:2212 O.(2)(a)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than thirty (30) working days is required but, re-advertising is not required. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; (3) by hand; or (4) posted on the City of Alexandria's website (www.cityofalexandria.com) and posted on Central Bidding's website (www.centralauctionhouse.com) if applicable.
25. All Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the Master Agreement, to include all applicable federal clauses.
- a. Any bidder that is found listed on the Federal Government's *System for Award Management* (SAM) website, at www.sam.gov/portal/sam, under the advanced search feature for *Excluded Parties List System* (EPLS), shall automatically be rejected for the award of this bid, by Category and/or in its entirety. This applies to any portion of the bid that is a procurement funded by FTA.
26. Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. Inquiries about the *AFEAT* Program should be directed to the Division of Finance. As a part of its RFP response, each Bidder ***shall*** submit documentation of its bona fide effort to secure subcontractors that meet the City's *AFEAT* goals. Each bidder ***shall*** also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

Alexandria Fairness, Equality, Accessibility, and Teamwork Program (AFEAT)

Dear Vendor:

Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the Division of Finance. The goals for qualifying disadvantaged, minority and female owned business in the use of professional service agreements with prime contractors will help effectuate the goals of increasing: the competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; business ownership by small business persons, minority persons, and women (including professional service opportunities); and the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business concerns, minority persons, and women.

Prime contractors offering subcontracting should take specific action to ensure that a bona fide effort is made to achieve maximum results towards meeting the established goals. Primes shall document efforts and shall implement steps at least as extensive as the following in a good faith effort to reach or exceed the established goals:

- A. *Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- B. *Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractor and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- C. *Secure listing of minority and women owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.*
- D. *Participate in associations which assist in promoting minority and women owned businesses such as the Central Louisiana Business League, the Central Louisiana Business Incubator, and the Entrepreneurial League System.*
- E. *Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.*

For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit www.diversityinaction.org . Should you have any questions or comments, please do not hesitate to contact our Finance Department at 318-449-5091 or our Purchasing Department at 318-441-6180.

As a part of its RFP response, each Bidder ***shall*** submit documentation of its bona fide effort to secure subcontractors that meet the City's AFEAT goals. Each bidder ***shall*** also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

Sincerely,

City of Alexandria

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

SPECIFICATIONS

SCOPE:

Comply/Non-Comply

- I. **PRICING:** Quoted prices are for emergency Electric Transmission and Distribution services.
- II. **OVERTIME:** Overtime rates will apply **only** after forty (40) hours straight time billing per week.
- III. **MOBILIZATION:** Mobilization is to be billed at quoted hourly rates only. No additional mobilization charges will be accepted for travel to or from Alexandria.
- IV. **INSURANCE:** Proposer should furnish, attached to this RFP document, a current copy of his Certificate of Insurance indicating limits of General Liability, Automobile Liability and Worker's Compensation in force at the time of the bidding. Evidence of reliable insurance to fully indemnify against long-term liabilities shall be part of the evaluation criteria for award of this proposal. Certificate of Insurance shall have a General Liability Aggregate of Four Million (\$4,000,000) Dollars and a per person/per occurrence of Two Million (\$2,000,000) Dollars. Automobile Liability will have a Combined Single Limit of Two Million (2,000,000). Also on the Certificate, the City shall be named as an "additional insured" and a waiver of subrogation in favor of the City of Alexandria. On the Certificate of Insurance under Worker's Compensation, it shall state that "This is a standard Worker's Compensation Policy", with statutory limits. Cancellation of any Certificate of Insurance should require sixty (60) days notice to the City of Alexandria, but under no circumstances less than thirty (30) days notice. Also, the following wording must be removed before acceptance of the Certificate: "Endeavor to" or "But failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." Certificate holder shall be the City of Alexandria, P.O. Box 71, Alexandria, LA 71309-0071, Attention: Purchasing Manager.

_____ / _____

_____ / _____

_____ / _____

_____ / _____

CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES

SPECIFICATIONS

SCOPE:

Comply/Non-Comply

- V. Pursuant to Louisiana R.S. 38:2212.10 (C) (1-3) and (D) (1):
A private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verified in a sworn affidavit (affidavit form attached on page 13 of 13) attesting the private employer is registered and participates in a status verification system to verify that all his employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

_____ / _____

END OF SPECIFICATIONS

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

PRICE PAGE:

Distribution Crew Hourly Rates

<u>Classification</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>
General Foreman	_____	_____
Crew Foreman	_____	_____
Senior Lineman	_____	_____
Hot Apprentice	_____	_____
Cold Apprentice	_____	_____
Truck Driver/Operator	_____	_____
Groundman	_____	_____

Per Diem – Includes all meals and lodging expenses per employee, per day. _____

Distribution Equipment Hourly Rates

<u>Equipment Type</u>	<u>Hourly Rate</u>
50' Bucket Truck with Tools - Altec AA600 or equal. Make and model being quoted: _____	_____
55' Bucket Truck with Tools - Altec AA755 or equal. Make and model being quoted: _____	_____
55' Material Handler with Tools - Altec AA755MH or equal. Make and model being quoted: _____	_____
Single Axle Digger Derrick with Tools - Altec D947 or equal. Make and model being quoted: _____	_____
Tandem Axle Digger Derrick with Tools - Altec D1000 or equal. Make and model being quoted: _____	_____
Single Axle Pole Trailer – 40' capacity, minimum. Make and model being quoted: _____	_____
Tandem Axle Pole Trailer – 40' capacity, minimum Make and model being quoted: _____	_____

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

PRICE PAGE: (Continued)

Distribution Equipment Hourly Rates - (Continued)

<u>Equipment Type</u>	<u>Hourly Rate</u>
4x2 Crew Cab Pickup – Ford F150, 4 Door or equal Make and model being quoted: _____	_____
4x4 Crew Cab Pickup – Ford F250, 4 Door or equal Make and model being quoted: _____	_____
16' Material Trailer – Tandem Axle Make and model being quoted: _____	_____
Off-Road Bucket - Ardco 4x4 with Altec AA600 or equal. Make and model being quoted. _____	_____
Off-Road Digger - Ardco 4x4 with Altec D945 or equal. Make and model being quoted. _____	_____
Rear Easement Pole Setter - EZ Hauler or equal. Make and model being quoted. _____	_____
Rear Easement Bucket - EZ Hauler or equal. Make and model being quoted. _____	_____
Dozer - D6 LGP or equal. Make and model being quoted. _____	_____

END OF DISTRIBUTION PRICE PAGES

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

PRICE PAGE: (Continued)

Transmission Crew Hourly Rates

<u>Classification</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>
General Foreman	_____	_____
Crew Foreman	_____	_____
Senior Lineman	_____	_____
Apprentice Lineman II	_____	_____
Apprentice Lineman I	_____	_____
Truck Driver/Operator	_____	_____
Ground Man	_____	_____

Per Diem - All meals and lodging expenses per employee, per day. _____

Transmission Equipment Hourly Rates

<u>Equipment Type</u>	<u>Hourly Rate</u>
75' Bucket Truck. Make and model being quoted. _____	_____
10 Ton Digger - Altec 3060 or equal. Make and model being quoted. _____	_____
30 Ton Boom Truck with Manbasket - National 1100 or equal. Make and model being quoted. _____	_____
4x4 Crew Cab Pickup. Make and model being quoted. _____	_____
Haul Truck (Tractor). Make and model being quoted. _____	_____
Stretch Float Trailer - 75' minimum extended length. Make and model being quoted. _____	_____

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

PRICE PAGE: (Continued)

Transmission Equipment Hourly Rates - (Continued)

<u>Equipment Type</u>	<u>Hourly Rate</u>
65' Bucket Truck - Altec AM900 or equal. Make and model being quoted. _____	_____
Off-Road Bucket - Ardco 4x4 with Altec AA600 or equal. Make and model being quoted. _____	_____
Off-Road Digger - Ardco 4x4 with Altec D945 or equal. Make and model being quoted. _____	_____
Rear Easement Pole Setter - EZ Hauler or equal. Make and model being quoted. _____	_____
Rear Easement Bucket - EZ Hauler or equal. Make and model being quoted. _____	_____
Skidder - Timberjack 450C or equal. Make and model being quoted. _____	_____
40 Ton Crawler Crane - Mantis 8012 or equal. Make and model being quoted. _____	_____
50 Ton Lowboy Trailer. Make and model being quoted. _____	_____
Dozer - D6 LGP or equal. Make and model being quoted. _____	_____
50 Ton RT Crane. Make and model being quoted. _____	_____

END OF TRANSMISSION PRICE PAGES

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

PROPOSER'S COMPANY INFORMATION:

Louisiana License #: _____

Company Name: _____

Mailing Address: _____

Phone Number: (____) _____ Fax Number: (____) _____

Name of Primary Contact: _____ Primary Contact Phone #: (____) _____

Name of Secondary Contact: _____ Secondary Contact Phone #: (____) _____

Available Distribution Crew Inside Louisiana: _____

Available Distribution Crews Outside Louisiana: _____

Available Transmission Crews Inside Louisiana: _____

Available Transmission Crews Outside Louisiana: _____

Is your company willing to offer a discount on equipment after forty (40) hours of billing? Yes No

If yes, please explain the conditions of this discount and the discount amount: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

(Per LA R.S. 38:2212 (A)(c)(i) - See General Conditions Item #22, Page 4 of these bid specifications)

Email: _____

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

AFFIDAVIT OF BIDDER

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared:

BIDDER NAME: _____,

who, after being duly sworn, did declare and state:

1. Appearer's company is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
2. Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
3. Appearer shall require all subcontractors to submit to appearer a sworn affidavit verifying compliance with La. R.S. 38:2212.10 (C) (1-3) and (D) (1).
4. Appearer has the authority and personal knowledge requisite to testify to the matters stated herein.

NAME OF BIDDER

AUTHORIZED SIGNATORY OF BIDDER

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me, Notary Public, in _____ (City) , _____ (State), on this _____ day of _____, 2020.

NOTARY PUBLIC (Notary ID/Bar Roll No. _____)
Printed Name: _____
My commission expires _____.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
ELECTRIC TRANSMISSION & DISTRIBUTION EMERGENCY SERVICES**

SPECIAL CONDITIONS

Recognizing most states will be in one or more phases of the *Opening Up America Again (OUAA)* guidelines during the 2020 hurricane season, the City is requesting each Proposer consider how these guidelines may impact their response to an emergency in the City of Alexandria. Referencing Phase I, II, and III as defined in the *OUAA* guidelines please detail any special conditions, challenges, restrictions, or other circumstances which might impact your response to an emergency in the City of Alexandria. Please provide a separate narrative for each *OUAA* Phase; please also consider any post-event conditions as well. If the Proposer foresees no special conditions, please respond "NONE" in each section below. **Any additional charges related to any *OUAA* Phase must be included below; the City will not consider special charges not detailed in this RFP.**

Phase I	
Phase II	
Phase III	
Post-Event	

Exhibit A – Compliance Provisions

C.1 EQUAL OPPORTUNITY PROVISIONS

During the performance of this Agreement, Contractor agrees to comply with Equal Opportunity laws as modified. Specifically:

- 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 the 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 to 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 Equal Opportunity Clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. Contractor will allow reasonable access to its books, records and accounts of the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.
- d. In the event of Contractor's noncompliance with the Equal Opportunity Clause of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- e. Contractor will include this Equal Opportunity Clause 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. 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 Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- f. Certificate of Non-segregated Facilities. Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Agreement.

C.2 EXTENSIONS TO SUCCESSORS AND ASSIGNS

Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. The Contract right may not be assigned without mutual written consent of the parties.

C.3 BINDING AGREEMENT

This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

C.4 SEVERABILITY

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

C.5 CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall comply with all applicable standards, orders or regulation issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671A) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

C.6 DEBARMENT AND SUSPENSION

Contractor shall be registered and maintain an active registration throughout the entire period of performance of this contract within the federal System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. Sam.gov website is a national database for all recipients of federal funds. The website for SAM system is at www.sam.gov. The Owner will verify contractor eligibility of award of contract.

C.7 BYRD ANTI-LOBBYING AMENDMENT AND CERTIFICATION

Contractor must certify 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.

C.8 PROCUREMENT OF RECOVERED MATERIALS

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

C.9 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

C.10 DHS SEAL, LOGOS, AND FLAGS

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

C.11 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.

C.12 PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS, RELATED ACTS

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

C.13 ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- a. The Contractor and Subcontractors agree to provide 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 or Subcontractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor and Subcontractors agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor and Subcontractors 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.

In compliance with the Disaster Recovery Act of 2018, the (the non-federal entity), Contractor and Subcontractors 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.

C.14 CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement and/or this Agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or Agreement, and reasonable for the completion of project scope. All changes will be approved in writing by Cooperative prior to occurring or Contractor may not be paid for work performed.

C.15 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

C.16 CONFLICT OR INCONSISTENCY

In the event of any conflict or inconsistency between the terms and provisions of this Exhibit and the terms and provisions of the Agreement between Contractor and Owner the terms and provisions of this Exhibit shall control.

C.17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

The Owner desires to strengthen its local community engagement by proactively seeking eligible business enterprises that represent the communities that it serves. The Owner does not discriminate based on social and economic disadvantage, race, color, sex, gender, age, disability or national origin. All small and minority-owned firms and women's business enterprises are encouraged to submit qualifications statements. Contractor must take reasonable 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. Affirmative steps may 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.

C.18 DAVIS BACON LABOR STANDARDS

The Contractor shall abide by laws set forth in the Davis-Bacon Act of 1931 which states that all laborers and mechanics employed by recipients, the recipient's contractors, or subcontractors on this project shall be paid wages at rates no less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 United States Code. Additionally, with respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Number 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and The Copeland Act of Title 40 (40 U.S.C. § 3145). Prevailing Wage Determination Schedules, as determined by the United States Department of Labor, are provided in the Appendix. Prevailing Wage Determination Schedules are subject to modification by the United States Department of Labor. The Contractor is responsible for utilizing the most current Prevailing Wage Determination Schedule. These documents can be downloaded from the following link: <http://www.wdol.gov/dba.aspx#3>. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

Exhibit B - Contract Compliance Provisions

Termination for Cause

The Owner shall submit a written notice to the Contractor and Surety which justifies placement of the Contractor in default if:

- (a) The Work is not begun within the time specified in the Notice to Proceed.
- (b) The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion.
- (c) The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials.
- (d) The Work is discontinued.
- (e) The Work is not completed within the Contract Time or time extension.
- (f) Work is not resumed within a reasonable time after receiving a notice to continue.
- (g) The contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
- (h) The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.
- (i) The Contractor makes an assignment for the benefit of creditors.
- (j) The Work is not performed in an acceptable manner.
- (k) If the Contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the Contractor is placed into default, the Owner may obtain the necessary labor, materials, and equipment.

Enter into a new Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the Contractor. If the expense exceeds the sum payable under the Contract, the Contractor and Surety shall be liable to pay the Owner the difference.

Termination for Convenience

Owner may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the Contractor. In such case, Contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the Contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the Contractor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience under and payment made as provided under this Section.

Equal Employment Opportunity

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

Exhibit B - Contract Compliance Provisions

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; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of

Exhibit B - Contract Compliance Provisions

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.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing

Exhibit B - Contract Compliance Provisions

compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

Contract Work Hours and Safety Standards Act

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City of Alexandria (“the City”) shall upon its own action or upon written request of an authorized

Exhibit B - Contract Compliance Provisions

representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”
5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
6. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

Clean Air Act and Federal Water Pollution Control Act

“Clean Air Act

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

The contractor agrees to report each violation to The City of Alexandria (“the City”) and understands and agrees that The City of Alexandria (“the City”) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate

Exhibit B - Contract Compliance Provisions

Environmental Protection Agency Regional Office.

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

“Federal Water Pollution Control Act”

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

The contractor agrees to report each violation to The City of Alexandria (“the City”) and understands and agrees that the The City of Alexandria (“the City”) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.”

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 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).

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

This certification is a material representation of fact relied upon by The City of Alexandria (“the City”). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to The City of Alexandria (“the City”), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Exhibit B - Contract Compliance Provisions

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

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

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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.

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.

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

Exhibit B - Contract Compliance Provisions

this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. 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.”

At the end of the certification language, FEMA recommends including the following signature line.

“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. Chap. 38, Administrative Remedies for False Claims and Statements, 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

“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—

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

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at

Exhibit B - Contract Compliance Provisions

EPA's Comprehensive Procurement Guidelines webpage:

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

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Prohibition on Contracting for Covered Telecommunications Equipment or Services

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

Exhibit B - Contract Compliance Provisions

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The

Exhibit B - Contract Compliance Provisions

contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Access to Records

The Contractor agrees to provide The City of Alexandria (“the City”), 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.

Exhibit B - Contract Compliance Provisions

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.

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.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, The City of Alexandria (“the City”) 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.

Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

Exhibit B - Contract Compliance Provisions

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

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

Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.