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## REQUEST FOR QUALIFICATIONS

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### DISASTER RECOVERY PROFESSIONAL SERVICES

The Town of Maggie Valley must receive the statement of qualifications electronically at [mhagood@maggievalleync.gov](mailto:mhagood@maggievalleync.gov) no later than **4:00pm, Tuesday, November 5, 2024**.

It is the sole responsibility of the bidder to ensure that their statement of qualifications is received on time. The Town of Maggie Valley will not assume responsibility for any delay in the submittal of this form.

### SCOPE OF WORK

Following the devastating Tropical Storm Helene, the Town of Maggie Valley is seeking statements of qualification to acquire comprehensive disaster recovery management services, including FEMA Public Assistance, Engineering and Architectural Assessment, Federal/State policy advisory services, HUD CDBG-DR Support, and Financial and Grant Management Support as it relates to certain infrastructure projects.

### SERVICE REQUIREMENTS & TASKS

*The successful bidder is required to provide the following services:*

I. **FEMA Public Assistance & Hazard Mitigation Grant Advisory / Engineering Services**  
**Specific tasks include:**

1. Develop a process/system to efficiently review Federal grant project worksheets and FEMA or HUD DR applications, identify eligible activities and damages, provide assessments, validate allocated costs, prepare cost reports, reconcile invoices, and close-out projects and grants.
2. Providing professional engineering services for utilities, roads, culverts, stormwater, public buildings, parks and recreational sites and other infrastructure common to local governments.
3. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Stafford Act, 2 CFR Part 200 and all regulations, policies and best practices for all federal disaster recovery and resilience funding.

5. Provide technical assistance for infrastructure as a licensed engineer, as requested. Technical assistance may involve engineering and architectural support, and grant support, among other types of assistance.
6. Support in completing an assessment of damage to the Town to public infrastructure components, transportation systems, and facilities.
7. Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal.
8. Review for clarity and completeness, as well as consistency and accuracy, all data, projects, costs and supporting documentation on behalf of the Town after projects are written but before project funds are obligated.
9. Evaluate and make recommendations for FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in validating FEMA Cost Estimates, reviewing FEMA PA Damage Descriptions and Dimensions (“DDD”) and a project’s Scope of Work (“SOW”).
10. Evaluate alternate and/or improved projects or other mitigation activities for each project.
11. Review Project Worksheets to determine final eligible costs and third party (insurance) refunds and reimbursements; reconcile eligible costs and prepare Project Worksheet versions, as necessary. Prepare appeals for denied projects, as needed.
12. Coordinating with the US Army Corps of Engineers (USACE) and other federal and state agencies.

## II.

### **HUD Community Development Block Group Disaster Recovery (CDBG-DR) Services** **Specific tasks include:**

14. Provide extensive knowledge, experience and technical competence in the planning, review of action plans, funding administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of CDBG-DR funds.
15. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery and resilience for infrastructure to write applications for funding.
16. Have extensive knowledge of Project Management and Operations including the ability to develop policies and procedures for implementing all CDBG-DR funded programs and activities including contractor, subcontractor, and sub-recipient oversight and monitoring.
17. Have the ability to maintain project files with supporting documentation for all CDBG-DR funded activities that meet HUDs regulatory requirements; ensure financial compliance, monitoring and other requirements are met according to the regulations and policies.

### III. Financial and Grant Services

#### **Specific tasks include:**

1. Advise on FEMA's rules, practices and procedures and advise on how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice, verify cost estimates, and prepare changes.
3. Prepare reports for the State and FEMA, as needed.
4. Provide oversight of contractors' billing to ensure that they invoice properly and are only compensated for work actually performed, and that all costs eligible for the disaster grant funding are documented and claimed.
5. Categorize, record, and track costs in support of the financial reimbursement process for projects.

**The contractor or contractors will be required to track all of their hours** and costs to facilitate reimbursement by FEMA, or HUD when applicable. Invoices will include specific descriptions of tasks, tied to specific project worksheets, and the time each individual spent on the task.

## 1. QUALIFICATIONS OF THE FIRM

- A. Provide a description and history of the firm focusing on previous Federal and State Public Assistance (PA) program experience and applicability of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Federal Regulations (44 CFR) and FEMA policies (9500 Policy Series); provide description and history for same involving FEMA HMGP and HUD CDBG-DR funding for infrastructure programs.

### **Firm qualifications must include, at minimum, the following:**

1. Working expertise with the FEMA Public Assistance Grant Program, at the Federal, State or local level, including Project Worksheet review and recommendations, preaudits, documentation review, eligible cost reconciliation, reimbursements, federal and state compliance, project monitoring, change orders, procurement, contracting, appeal responses, closeouts and reporting.
2. Experience with all categories of work in man-made and natural disasters, with expertise in force account labor, equipment reimbursement, supplies, donated services, mutual aid, and contracted services.
3. Demonstrated experience developing and implementing solutions to difficult PA, HMGP and CDBG-DR problems, and innovative uses of these grant streams.
4. Direct experience with implementation and management of the Public Assistance 406 Mitigation Procedures and benefit cost analyses according to FEMA and HUD regulations and rules.
5. Prior experience performing Internal Controls Review and Risk Assessments.
6. Prior experience performing internal controls reviews and improper payment reviews.
7. Experience with interpreting and administering FEMA, HUD and related disaster recovery and resiliency rules and programs and the Disaster Recovery Reform Act H.R. 302.
8. Direct experience providing professional engineers/architects to provide infrastructure assessments in writing along with and recommended codes and standards applications.
9. Experience working alongside FEMA and their partner agencies at the state.
10. An understanding of federal and state allocations to further meet funding gaps and writing letters on behalf of local governments to request such funds as needed.

## **Anticipated Schedule for this RFQ**

- October 22, 2024 - RFQ Advertisement Posted
- October 25, 2024 - Questions Due
- October 28, 2024 - Addendum Posted if needed
- November 5, 2024 4:00 PM - Responses Due
- November 2024 - Award Preparation & Contract Delivery

## **Intent of RFQ Posting**

The Town's intent is to secure a consulting firm that can provide expert professional engineering and disaster recovery technical and financial guidance to successfully navigate specific regulatory and policy requirements with ease to ensure the Town avoids issues and delays that may be part of any disaster recovery and mitigation funding. The focus of this RFQ will be the FEMA PA, HMGP, and HUD CDBG-DR programs along with other federal and state funds that may be available over the term of this contract to the Town on either a non-competitive or competitive basis.

The selected firm will provide strategic, technical, and operational assistance to ensure effective disaster response and recovery efforts, while adhering to all relevant regulations and policies. The ideal firm shall include registered engineer(s) and shall possess demonstrated experience in disaster recovery programs with extensive knowledge and expertise in the operation of federal and state programs to ensure full compliance with all federal, state and local laws.

The Town will require any licensed engineer or registered architect to perform services as part of an awarded contract. The engineer must be capable of sealing certain documents and designs with the professional skill and care ordinarily provide by competent engineers, architects and surveyors practicing under the same or similar circumstances and professional license.

The Town expects the Project Staff, including Professional Engineers or Architects and all Grant Administrators, to expertly review and perform damage assessments for the Town's public infrastructure including buildings, roads, sewer utilities, and all areas of flooding that may be the cause of flooding. A review of existing flood maps may be required by the Town.

## **SELECTION CRITERIA**

The below scoring system will be used to select the firm or firms awarded this contract:

Qualifications of the Firm	➤ 25
Relevant Past Performance	➤ 25
Qualifications of Staff	➤ 20
Technical Approach	➤ 35

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**Total: 100**

**Solicitations shall be received no later than:**

**4:00 P.M. on November 5, 2024**

**EMAIL SUBJECT "RFQ DISASTER RECOVERY"**

Proposals may be emailed to mhagood@maggievalleync.gov or delivered by hand to the following address no later than 4:00 pm 11/5/2024:

Town of Maggie Valley  
Attn: Misty Hagood  
3987 Soco Rd  
Maggie Valley, NC 28751

### **Submission Requirements and Format**

The respondent shall email one (1) signed copy of its response to mhagood@maggievalleynyc.gov. Proposals may be submitted either by email or delivered by hand to the Town's office. Proposals shall not be more than 20 pages including the cover page.

#### **Cover Page - 1 page**

Document title, the name of firm, address, telephone number(s), name of contact person and date.

#### **Letter of Intent to Submit Proposal - 2 pages**

This letter shall provide a statement of interest and understanding of the work, cite the individual who will be the primary point-of-contact for matters relating to the submittal (include contact information) and shall be signed by an individual with authority to commit the firm to the project. The letter shall include a narrative description of the strengths associated with the lead firm and any sub-consultants including the financial capacity of the proposer firm.

#### **Table of Contents - 1 page**

Ensure each item provided is clearly identified by page number in the proposal according to the requested format in this RFQ.

#### **Qualifications of the Firm - 4 pages**

Provide a summary of the firm's history, capabilities, and areas of expertise, particularly in working with FEMA, HUD, or other federal and state agencies on disaster related flood mitigation, drainage projects, water and/or sewer utilities, wastewater treatment, water control facilities, roads, public facilities, parks and playgrounds. Describe how this work involved challenges that were resolved or that involved innovative approaches

#### **Qualifications of Project Staff - 6 pages**

Provide Resumes of Key Staff who will be involved in the project, emphasizing experience and specific roles in past FEMA, HUD, and other federal or state funded projects focused on flood control and drainage mitigation. Include Engineer licenses, other certifications and experience relevant to disaster recovery, project management, expertise, financial management expertise and certificates of completion for FEMA, HUD and related courses. Explain the role each key staff member will provide for this project.

#### **Technical Approach - 6 pages**

Provide a detailed plan that includes objectives, deliverables, timelines and other activities that the Town shall expect according to typical FEMA Public Assistance Schedules. Provide a narrative outlining the flow of funding throughout the disaster recovery process for federal declarations. Explain and overall approach to the project, including strategies. This approach must include a proposed timeline and phases of work with tasks and deadlines. Any foreseen issues or roadblocks should be identified along with a course of action addressing each potential roadblock.

THIS IS A REQUEST FOR QUALIFICATIONS WHICH DOES NOT OBLIGATE THE TOWN OF MAGGIE VALLEY TO PLACE AN ORDER. THE TOP RANKED PROPOSER WILL BE CONTACTED BY THE TOWN. THE TOWN AND TOP RANKED PROPOSER WILL THEN NEGOTIATE RATES AND WRITTEN CONTRACT TERMS, WHICH WILL BE FOLLOWED BY A WRITTEN NOTICE TO PROCEED.

**IF THE TOWN AND TOP RANKED PROPOSED ARE UNABLE TO AGREE TO TERMS, THE TOWN MAY COMMENCE NEGOTIATIONS WITH THE NEXT HIGHEST RANKED PROPOSER.**

**DISASTER RECOVERY PROFESSIONAL SERVICES AND  
FINANCIAL AND GRANT MANAGEMENT SUPPORT**

**RFQ**

*Having read and understood the instructions, terms, conditions and specifications, we submit the following:*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Authorized Representative Printed Name

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Correspondence Address, City, State, Zip Code

\_\_\_\_\_  
Remit Address, City, State, Zip Code

***Initial for addendum receipt/acknowledgment. Please mark N/A if no addendum was issued.***

Addendum #1 \_\_\_\_\_

Addendum #2 \_\_\_\_\_

THIS DOCUMENT , THE CERTIFICATION, INSURANCE REQUIRED, AND THE REFERENCE PAGE THAT FOLLOWS  
MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL OR MAY BE CONSIDERED NON-RESPONSIVE.

**These pages are not considered part of the 20 page limit for your proposal. The Town understands that the *references page*, the *certification signature page*, the *insurance document(s)* and the *proposal signature page* on page 7 (this page) are in excess of the 20 page proposal narrative limit.**

**FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326  
FOR  
COMPREHENSIVE DISASTER RECOVERY SERVICES  
AND FINANCIAL AND GRANT MANAGEMENT SUPPORT**

This is an acknowledgement that federal financial assistance will be used to fund the contract, as well as any other available funding from the federal government or the State of . The awarded contractor will comply with all applicable state and federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded 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. 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.

Federal requirements include, but are not limited to the following. In the event that the parties confirm that certain requirements do not apply to certain tasks, the parties will stipulate to that in the contract or task order

**ACCESS TO RECORDS**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

**TERMINATION FOR CONVENIENCE**

The Town may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the Town as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

**TERMINATION FOR CAUSE**

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, Town may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Town may, with no

further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the Town by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to the Town for damages sustained by Town by virtue of any breach of this Contract by the awarded bidder and the Town may withhold any payments to the awarded bidder for the purpose of set-off until such time as the amount of damages due to the Town from the awarded Contract is determined.

### **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(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; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### **EQUAL OPPORTUNITY CLAUSES**

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

*During the performance of any awarded "federally assisted contracts" the contractor agrees as follows:*

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; 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 by the contracting officer 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 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts 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.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **COMPLIANCE WITH DAVIS-BACON ACT**

*Not required for FEMA Public Assistance or FEMA HMGP*

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract. *Davis-Bacon is not required for FEMA Public Assistance.*

(2) 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.

(3) 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.

## **COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT**

*Not required for FEMA Public Assistance or FEMA HMGP*

(1) 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 contract.

(2) 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.

(3) 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.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)**

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of

Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.

#### **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **ENERGY EFFICIENCY AND CONSERVATION ACT**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

## **SUSPENSION AND DEBARMENT**

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

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

(3) This certification is a material representation of fact relied upon by the Town. 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 the State of Florida Division of Emergency Management and the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

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

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

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

## **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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <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.*

## **ACCESS TO RECORDS**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018).

Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

## **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.

## **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 contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **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.

## **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.

**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:

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 into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, \_\_\_\_\_ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name and Title

\_\_\_\_\_  
Authorized Representative Signature

## References

Proposers should submit references in the form below and include the point of contact for at least three (3) companies the proposer has done business within the preceding two years.

### Reference 1

COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

### Reference 2

COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

### Reference 3

COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

## Insurance Requirements

*The awarded responder shall furnish and keep in full force (at its own cost and expense) the following insurance during the term of this Contract:*

1. Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$2,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$1,000,000 per occurrence.
2. Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.
3. Worker's Compensation as required per statute.
4. Professional Liability (Errors and Omissions) against claims for bodily injury, property damage, and economic loss arising out of negligent acts, errors, or omissions committed in the performance of the services under this contract. The minimum coverage limits shall be \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

All insurance must be written on forms filed with and approved by the the appropriate authority for the state. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

The awarded responder shall furnish at their own expense to the Town a Certificate of Liability Insurance listing the Town as an "Additional Insured" via endorsement.

In Description of Operations will need wording similar to: "Blanket additional insured is added in favor of the certificate holder with respects to the general liability coverage as required by written contract."

Blanket Waiver of Subrogation is added in favor of the certificate holder with respects to workers compensations coverage as required by written contract.

The Certificate Holder is to be: **Town of Maggie Valley, 3987 Soco Rd., Maggie Valley, NC 28751**

The required insurance must contain a provision that at least thirty (30) days prior notice of cancellation, non-renewal, or material change of said insurance shall be submitted to the town, by the insurance company.

The Town reserves the right to full, certified copies of all required insurance policies when requested in writing. Insurance will be required prior to purchase order being issued.