

IGLESIA CIUDAD DE SALVACION

ISABELA PR 00662

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## **REQUIRED COMPLIANCE DOCUMENTS**

**RFP NUMBER 001-2023**

### **Re-construction of Annex Buildings and Miscellaneous**

**FEMA PROJECTS CATEGORY E –  
BUILDINGS AND  
EQUIPMENTS  
FEMA DISASTERS 4339DR –  
PW 55973 MICS003 – Annex Buildings/Miscellaneous Damages**

**Issued Date: August 8, 2023**

Issued by

Iglesia Ciudad de Salvación

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Isabela, PR 00662

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## **1. Background and Introduction Information**

### **1.1 The Federal Emergency Management Agency (FEMA)**

The services herein requested, and the related FEMA funds are associated to disasters 4339 DR, PW 55973 – MICS003 Annex Buildings/Miscellaneous Damages. Services will be provided for Category E FEMA projects – Building and Equipment.

The RFP process will be open and competitive. The RFP will be evaluated according to the public assistance program (Section 428).

Federal Emergency Management Agency (FEMA) Public Assistance grant funding and performed in accordance with HUD, FEMA and other applicable Federal and GPR regulations, policies and guidance including, but not limited to, the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) and the Clean Air Act (42 U.S.C. 1857(h)), when applicable, is also required.

Qualified firms shall possess all licensing required by Federal and State Government. This may include, without limitation, the programs known as FEMA Public Assistance, FEMA Hazard Mitigation Grant Program, Private Property Debris Removal (PPDR), HUD Community Development Block Grant Program, HUD Community Development Block Grant Program—Disaster Relief, HHS Social Services Block Grant Program, DOT, FHA, FTA, FAA Grant Programs, Department of the Interior Grant Programs, USDA Emergency Watershed Protection Program, USDA Emergency Forest Restoration Program, among others.

## 1.2 The Impact of Hurricane Maria on Existing Facilities

On September 20, 2017, Puerto Rico was impacted by Hurricane Maria, which caused heavy rain, strong winds, mudslides, flooding accumulation of vegetative and other debris, and delivered devastating damages to the infrastructure throughout the Island of Puerto Rico. On September 17, 2017, the Governor of Puerto Rico requested a federal declaration of emergency and disaster for Puerto Rico related to the impact of Hurricane Maria. Consequently, on November 1, 2017, the President of the United States approved a Puerto Rico Disaster Declaration (FEMA-4339-DR) associated to the impact of Hurricane Maria.

As a result of the impact of Hurricane Maria, the Main Chapel Building and the Annex Buildings/Miscellaneous of the Iglesia Ciudad de Salvacion, which is located at street PR-113 km 3.4, Isabela, Puerto Rico, suffered extensive external and internal wind-driven rain damage from broken doors and compromised roofs among others.

The building structure experienced extensive damage of a complexity that now requires professional assistance of an Architecture/ Engineering Firm (hereinafter “The A/E Firm”), to assess the Existing Facilities, and provide a Scope of Professional Services for the Repairs and Minor Improvements needed as consequence of the Hurricane (hereinafter “The Project”).

## 1.3 Eligibility

By submitting a Proposal in response to the RFP, all Proponents agree to follow and abide by the procedures, terms, conditions, and instructions set forth herein.

The award of the RFP will be made on a “best value” basis from proposals that comply with all requirements. Iglesia Ciudad de Salvacion reserves the right to award the contract to other than the lowest priced bided.

## 1.4 Who is Eligible?

The Request for Proposals (RFP) is issued to qualified Construction Firms, with no legal impediments to contract with Iglesia Ciudad de Salvación or the Federal Government, to offer construction services indicated hereinafter.

All natural or juridical persons, authorized to do business within the United States and its territories (The Commonwealth of Puerto Rico) may participate as proponent in the RFP. Proponents must provide evidence of compliance with all requirements by law to conduct business in Puerto Rico and contract with Puerto Rico Government.

Notwithstanding the above, proponents that are suspended or debarred by the federal government from participation in governments contracts are ineligible to participate in the RFP, as provided in Executive Orders 12549 and 12689, and 2 CFR part 180.

Additionally, neither the proponent, nor any person or entity associated who is partnering with the proponent may have been the subject of any adverse findings that would prevent Iglesia Ciudad de Salvación from selecting proponent. Such adverse findings include, but are not limited to, the following: negative findings from a Federal Inspector General or from the Government of Puerto Rico, or any other state when the proponent is the defendant and is related to his performance under a contract or his business responsibilities; arson conviction or pending case; harassment conviction or pending case; Puerto Rico and Federal or private mortgage arrears, default, or foreclosure proceedings; In rem foreclosures; sales tax lien or substantial tax arrears; Fair Housing violations or current litigation; defaults under any federal and Puerto Rico-sponsored program; a record of substantial building code violations or litigation against properties owned or managed by the proponent or by any entity or individual that comprises the proponent; past or pending voluntary or involuntary bankruptcy proceeding; federal conviction for fraud, bribery, or grand larceny.

Also, Puerto Rico laws prohibit contracting with persons or with entities whose key personnel, controlling stakeholders, partners, officials, managers, employees, subsidiaries or holding companies have been convicted under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethic of Puerto Rico; any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code; any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico; or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Articles 6.8 of Act No. 8-2017, as amended, known as the Act for the Administrations and Transformation of Human Resources in the Government of Puerto Rico; or for similar felonies in federal or states' jurisdictions. The public policy adopted by the Government extends these prohibitions to determinations of probable cause for arrest for such crimes. Proponents must fully disclose if such investigations or procedures are initiated against said person at any moment. The Iglesia Ciudad de Salvacion may disqualify a proponent for lack of disclosure or misleading information in this regard.

### 1.5 Collusions

Collusion is strictly forbidden. Iglesia Ciudad de Salvación shall disqualify any proponent who engages in collusion or other similar misconduct with respect to the RFP process. Proponents must refer to **Attachment D, Non-Collusive Affidavit, section 3**.

## 1.6 Non-Legal Obligation

The RFP does not oblige the Iglesia Ciudad de Salvación to award or execute the Contract. Iglesia Ciudad de Salvación may amend the terms and conditions of the RFP at any time, or cancel it and reissue it, to best serve the needs of the Organization. The RFP does not oblige the Organization in any manner, including but not limited to *culpa in contrahendo*, promissory estoppels or one's own acts doctrine.

Each prospective proponent shall bear its own cost for all consulting, legal, accounting fees, and other expenses incurred by it in connection with participation in the RFP process, including proposal and presentation expenses, among others. Iglesia Ciudad de Salvación shall have no responsibility for any or all such costs. By submitting a response to the RFP, the proponent agrees that in no event will the Iglesia Ciudad de Salvación or any of its employees, advisors, or representatives, be liable, under any circumstances, for any claim, or to reimburse or compensate the proponent in any manner whatsoever, including but not limited to costs of preparation of the proposal or any responses related to it, loss of anticipated profits, loss of opportunity, or for any other matter.

## 1.7 Condition Precedent for Contracts

The proponent to which a contract is to be awarded shall provide all documents and certifications required by law to execute the contract within the time required by Iglesia Ciudad de Salvación after the day of the award notification. The list of documents will be provided as an attachment in this document.

## 1.8 Errors or Omissions in Proposals

Proponents shall use the utmost care to make sure their proposals are complete and error-free when submitted. Proponents are responsible to include all amendments or addenda in their proposals. Iglesia Ciudad de Salvación is not obligated whatsoever to confirm or verify that proponents have consulted for amendments with the Organization.

Proposals may be corrected before the submission deadline. After the deadline, the proponent bears the burden of submitting an adequately written proposal that contains all the information required under an RFP. The Organization may allow a proponent to correct a mistake or clerical error in a proposal through clarifications (as opposed to discussions), only when both the existence of the mistake or error and the amount intended by the proponent are apparent from the face of the proposal. Mistakes or clerical errors shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, or otherwise revise the proposal.

In the event of any discrepancies, omissions, or errors in the RFP, or in the event of doubt on the offer as to their intent or meaning, the proponents shall direct, in writing, all inquiries to the Organization contact before the dateline provided herein.

The Iglesia Ciudad de Salvacion shall not be responsible or liable for errors or misrepresentation that results on forms of solicitations that are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.

### 1.9 Anticipated Legal Basis

The interpretation of the terms and words included here will be based on actual Industry Standards. These terms include the present and future, singular and plural, masculine, feminine, and neutral, unless the result of interpretation is not adequate.

All proposals must be submitted on, and in accordance with the RFP.

During the evaluation process Iglesia Ciudad de Salvación reserves the right, where it may serve the organization's interests, to request additional information or clarifications from proponents, or to allow corrections or omissions. At the discretion of Iglesia Ciudad de Salvación, proponents may be requested to make oral presentations as part of the evaluation process. Submission of a proposal indicates acceptance of the conditions contained in the request for proposal, unless clearly and specifically noted in the proposal submitted in the contract between Iglesia Ciudad de Salvación and the selected construction firm.

The contract will be financed in whole or in part with federal grant funds from FEMA's Public Assistance, under the hazard mitigation grant program mandated by Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). Proponents must be aware that local and federal administrative, civil, and criminal responsibility might result from providing false or misleading information to obtain the contract award.

### 1.10 The Program for the Project

The Program for the Project is best described in the Inspection Report, **P55973 MICS003-Annex Buildings/Miscellaneous Damages**, provided by Iglesia Ciudad de Salvación. The Construction Design Drawings (Proyecto de Construccion de los salones Anexos, Iglesia Ciudad de Salvacion) shall serve as the basis for the Scope of Construction Works.

The intention of Iglesia Ciudad de Salvación and the Federal Agencies having jurisdiction is to return the facilities – Iglesia Ciudad de Salvación – to their pre-disaster conditions and in working order for its use.

## 2. RFP Contact and Timeline

### 2.1 RFP Contact Information

Iglesia Ciudad de Salvación appoints Mr. Waldemar Tavárez to act as the Authorized Agent, and to manage the Request for Proposals. All communications (during this RFP process, and for submissions) must be addressed, by email, to the following contact:

Mr. Waldemar Tavárez

Project Manager

Iglesia Ciudad de Salvación

Email: [wtavarez.pm@gmail.com](mailto:wtavarez.pm@gmail.com)

Direct communication with other Organization’s personnel or consultants during, and with regards to the RFP, is strictly prohibited. Communications to others than the contact provided by Iglesia Ciudad de Salvación, with regards to the RFP, will be grounds for disqualification and rejection of the offer of the party violating this requirement.

Copy of the RFP and all amendments, response to questions, agenda and changes in the schedule will be notified by the Organization to the email address provided by the proponents. The proponent must exercise due care to be aware of such changes. Any proposal that does not adhere to up-to-date information will be considered nonresponsive.

Iglesia Ciudad de Salvación shall inform the Construction Firm, in due time, any additional Authorized Personnel – Agents, Officials and Consultants (Professional or Technical) – that will be responsible for reviewing documents and approving processes for The Project.

### 2.2 RFP Timeline

The projected timeline for the RFP is as follows:

| Target Date         | Event  |
|---------------------|--|
| August 15, 2023     | Proposal submission deadline. <b>Proposals must be submitted by email no later than 5:00 PM AST.</b> The date of receipt of the proposal shall be the date of the receipt of the email |
| August 16-25, 2023  | Proposal Evaluation  |
| August 28, 2023     | Notice of Award (Expected)   |
| August 29-31, 2023  | Contract Negotiation   |
| September 1-4, 2023 | Contract Signing   |
| September 11, 2023  | Project Kick-off   |



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This is the expected process and timeline schedule for the RFP. **This timeline is subject to change at the discretion of the Organization.** Changes to the timeline will be submitted to the corresponding addenda through electronic email. It is the responsibility of the proponents to periodically review their communication for any changes to this timeline.

Failure to follow the projected timeline for the RFP and its instructions might lead the proponent to be deemed non-responsive and the proponent's disqualification for the evaluation process.

**Proposals received after due date/ hour will not be accepted.**

The Proponent will be notified, via email or telephone, within twenty-four (24) hours after submission, to confirm receipt of the Proposal & Supporting Documents by Iglesia Ciudad de Salvación.

### **3. Required Compliance Documents**

The proponent must comply with all RFP requirements and provide the required documentation which means that the proponent is responsive for the Proposal to be considered for evaluation. Required documents for Proposals are detailed in the RFP.

The following are Attachments which must be submitted with Proposals (if applicable):

- Attachment A Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements
- Attachment B 1-4 – “Declaración Ley 2
- Attachment C Limited Denial of Participation (LDP) / Suspension or Debarment Status, Legal Issues, and Conflicts Affidavit.
- Attachment D Non-Collusive Affidavit
- Attachment E Insurance Requirements
- Attachment F Audited Financial Statements
- Attachment G Applicable Federal Terms and Conditions

3.1 Attachment A

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

\_\_\_\_\_  
Signature of Proponent's Authorized Official (If Corporation, signed and sealed)

\_\_\_\_\_  
Name and Title of Proponent's Authorized Official Date

### 3.2 Attachment B-1

## **ANEJO CORPORACIONES**

### **DECLARACION JURADA**

Yo, \_\_\_\_\_ (nombre de pila, incluyendo dos apellidos), mayor de edad, \_\_\_\_\_ (estado civil), \_\_\_\_\_ (profesión), \_\_\_\_\_ (puesto que ocupa en la corporación) de la corporación \_\_\_\_\_ (nombre de la corporación, según certificado de incorporación), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitios en la \_\_\_\_\_.
3. Ocupo el cargo de \_\_\_\_\_ de la corporación \_\_\_\_\_.
4. La dirección física de la corporación es \_\_\_\_\_ y la dirección postal es \_\_\_\_\_.
5. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que yo, ni en mi capacidad personal ni en calidad de \_\_\_\_\_ de la corporación \_\_\_\_\_, así como tampoco la corporación hemos sido acusados, convictos, o nos hemos declarado culpables de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estamos bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
6. Iglesia Ciudad de Salvacion no estará contratado con toda persona natural o jurídica que haya sido convicta por cualquier delito grave que involucre el mal uso de fondos o propiedad privada, incluyendo pero sin limitarse a los siguientes delitos:
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;
  - l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;
  - n. negociación incompatible con el ejercicio de cargo público;

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- o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;
  - t. malversación de fondos públicos;
  - u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones;
  - aa. compra y venta ilegal de bienes en pago de contribuciones;
  - bb. presentación de escritos falsos;
  - cc. posesión ilegal de recibo de contribuciones;
  - dd. falsificación de asientos en registros;
  - ee. falsificación de sellos;
  - ff. falsedad ideológica;
  - gg. falsificación de licencia, certificado y otra documentación;
  - hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos;
  - jj. posesión de instrumentos para falsificación;
  - kk. preparación de escritos falsos;
  - ll. omisión en el cumplimiento del deber;
  - mm. venta ilegal de bienes;
  - nn. incumplimiento del deber;
  - oo. negligencia en el cumplimiento del deber;
  - pp. usurpación de cargo público;
  - qq. impedir la inspección de libros y documentos.
7. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que yo, ni en mi capacidad personal ni en calidad de \_\_\_\_\_ de la corporación \_\_\_\_\_, así como tampoco la corporación hemos sido acusados, convictos, o nos hemos declarado culpables de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estamos bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
8. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
9. Hago la presente declaración jurada para los fines legales correspondientes.
10. Lo que he declarado es la verdad y nada más que la verdad.
11. Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico, hoy, \_\_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_  
Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante \_\_\_\_\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.5.1 Attachment B-2

**ANEJO INDIVIDUO**  
**DECLARACION JURADA**

Yo, \_\_\_\_\_(nombre de pila, incluyendo dos apellidos), mayor de edad, \_\_\_\_\_ (estado civil), \_\_\_\_\_ (profesión), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitios en la \_\_\_\_\_.
3. Iglesia Ciudad de Salvacion no estará contratado con toda persona natural o jurídica que haya sido convicta por cualquier delito grave que involucre el mal uso de fondos o propiedad privada, incluyendo pero sin limitarse a los siguientes delitos::
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;
  - l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;
  - n. negociación incompatible con el ejercicio de cargo público;
  - o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;
  - t. malversación de fondos públicos;
  - u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones;

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- aa. compra y venta ilegal de bienes en pago de contribuciones;
  - bb. presentación de escritos falsos;
  - cc. posesión ilegal de recibo de contribuciones;
  - dd. falsificación de asientos en registros;
  - ee. falsificación de sellos;
  - ff. falsedad ideológica;
  - gg. falsificación de licencia, certificado y otra documentación;
  - hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos;
  - jj. posesión de instrumentos para falsificación;
  - kk. preparación de escritos falsos;
  - ll. omisión en el cumplimiento del deber;
  - mm. venta ilegal de bienes;
  - nn. incumplimiento del deber;
  - oo. negligencia en el cumplimiento del deber;
  - pp. usurpación de cargo público;
  - qq. impedir la inspección de libros y documentos.
4. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que no he sido, acusado, convicto, ni me he declarado culpable de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estoy bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
  5. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
  6. Hago la presente declaración jurada para los fines legales correspondientes.
  7. Lo que he declarado es la verdad y nada más que la verdad.

Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico, hoy, \_\_\_de \_\_\_\_\_de 20\_\_\_.

\_\_\_\_\_  
Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante \_\_\_\_\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_de \_\_\_\_\_de 20\_\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.5.2 Attachment B-3

**ANEJO COMPAÑÍA DE RESPONSABILIDAD LIMITADA**

**DECLARACION JURADA**

Yo, \_\_\_\_\_ (nombre de pila, incluyendo dos apellidos), mayor de edad, \_\_\_\_\_ (estado civil), \_\_\_\_\_ (profesión), \_\_\_\_\_ (puesto que ocupa en la LLC) de la Compañía de Responsabilidad Limitada \_\_\_\_\_ (nombre de la LLC, según certificado de organización), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitios en la \_\_\_\_\_.
3. Ocupo el cargo de \_\_\_\_\_ de la Compañía de Responsabilidad Limitada \_\_\_\_\_.
4. La dirección física de la compañía es \_\_\_\_\_ y la dirección postal es \_\_\_\_\_.
5. Iglesia Ciudad de Salvacion no estará contratado con toda persona natural o jurídica que haya sido convicta por cualquier delito grave que involucre el mal uso de fondos o propiedad privada, incluyendo pero sin limitarse a los siguientes delitos:
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;
  - l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;
  - n. negociación incompatible con el ejercicio de cargo público;
  - o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;
  - t. malversación de fondos públicos;
  - u. lavado de dinero;



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- v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones;
  - aa. compra y venta ilegal de bienes en pago de contribuciones;
  - bb. presentación de escritos falsos;
  - cc. posesión ilegal de recibo de contribuciones;
  - dd. falsificación de asientos en registros;
  - ee. falsificación de sellos;
  - ff. falsedad ideológica;
  - gg. falsificación de licencia, certificado y otra documentación;
  - hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos;
  - jj. posesión de instrumentos para falsificación;
  - kk. preparación de escritos falsos;
  - ll. omisión en el cumplimiento del deber;
  - mm. venta ilegal de bienes;
  - nn. incumplimiento del deber;
  - oo. negligencia en el cumplimiento del deber;
  - pp. usurpación de cargo público;
  - qq. impedir la inspección de libros y documentos.
6. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que yo, ni en mi capacidad personal ni en calidad de \_\_\_\_\_ de la compañía \_\_\_\_\_, así como tampoco la compañía hemos sido acusados, convictos, o nos hemos declarado culpables de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estamos bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
7. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
8. Hago la presente declaración jurada para los fines legales correspondientes.
9. Lo que he declarado es la verdad y nada más que la verdad.
10. Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico, hoy, \_\_\_de \_\_\_\_\_de 20\_\_\_.

\_\_\_\_\_  
Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante \_\_\_\_\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.5.3 Attachment B-4

**ANEJO SOCIEDADES**

**DECLARACION JURADA**

Yo, \_\_\_\_\_ (nombre de pila, incluyendo dos apellidos), mayor de edad, \_\_\_\_\_ (estado civil), \_\_\_\_\_ (profesión), \_\_\_\_\_ (puesto que ocupa en la sociedad) de la sociedad \_\_\_\_\_ (nombre de la sociedad, según documento constitución de sociedad), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitos en la \_\_\_\_\_.
3. Ocupo el cargo de \_\_\_\_\_ de la sociedad \_\_\_\_\_.
4. La dirección física de la sociedad es \_\_\_\_\_ y la dirección postal es \_\_\_\_\_.

5.7 Iglesia Ciudad de Salvacion no estará contratado con toda persona natural o jurídica que haya sido convicta por cualquier delito grave que involucre el mal uso de fondos o propiedad privada, incluyendo pero sin limitarse a los siguientes delitos::

- a. apropiación ilegal agravada, en todas sus modalidades;
- b. extorsión,
- c. sabotaje de servicios públicos esenciales;
- d. falsificación de documentos;
- e. fraude;
- f. fraude por medio informático;
- g. fraude en las construcciones;
- h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
- i. enriquecimiento ilícito;
- j. enriquecimiento ilícito de funcionario público;
- k. enriquecimiento injustificado;
- l. aprovechamiento ilícito de trabajos o servicios públicos;
- m. intervención indebida en las operaciones gubernamentales;
- n. negociación incompatible con el ejercicio de cargo público;
- o. alteración o mutilación de propiedad;
- p. certificaciones falsas;
- q. soborno;
- r. oferta de soborno;
- s. influencia indebida;
- t. malversación de fondos públicos;

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- u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones;
  - aa. compra y venta ilegal de bienes en pago de contribuciones;
  - bb. presentación de escritos falsos;
  - cc. posesión ilegal de recibo de contribuciones;
  - dd. falsificación de asientos en registros;
  - ee. falsificación de sellos;
  - ff. falsedad ideológica;
  - gg. falsificación de licencia, certificado y otra documentación;
  - hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos;
  - jj. posesión de instrumentos para falsificación;
  - kk. preparación de escritos falsos;
  - ll. omisión en el cumplimiento del deber;
  - mm. venta ilegal de bienes;
  - nn. incumplimiento del deber;
  - oo. negligencia en el cumplimiento del deber;
  - pp. usurpación de cargo público;
  - qq. impedir la inspección de libros y documentos.
5. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que yo, ni en mi capacidad personal ni en calidad de \_\_\_\_\_de la sociedad \_\_\_\_\_, así como tampoco la sociedad hemos sido acusados, convictos, o nos hemos declarado culpables de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estamos bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
6. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
7. Hago la presente declaración jurada para los fines legales correspondientes.
8. Lo que he declarado es la verdad y nada más que la verdad.
9. Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico, hoy, \_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_

Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante \_\_\_\_\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

## 9.6 Attachment C

### **LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR DEBARMENT STATUS, LEGAL ISSUES, AND CONFLICTS AFFIDAVIT**

By signing this Certification, the Proposer certifies to the best of its knowledge and belief that the firm, business, or person submitting the proposal:

- a. has not been LDP, suspended, debarred, or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. Iglesia Ciudad de Salvacion also may exercise any other remedy available by law.
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, Government of Puerto Rico or local) transaction or contract under a public transaction; violation of Federal or Government of Puerto Rico antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, Government of Puerto Rico or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; including PR Law No. 2 of January 4, 2018, as amended.
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, Government of Puerto Rico or local) terminated for cause or default.
- e. has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or state law and regulations.

In \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_ of 20 \_\_\_\_\_

\_\_\_\_\_  
(Name of Firm)

**By:**

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Printed Name of Proposer)

\_\_\_\_\_  
(Position)

Affidavit No. \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of legal  
age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and  
resident of \_\_\_\_\_, \_\_\_\_\_, in RFP his/her capacity as  
\_\_\_\_\_ of Proposer, who I personally known or have  
identified by his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary

9.7 Attachment D

NON-COLLUSIVE AFFIDAVIT

, being first duly sworn, deposes and says:

\_\_\_\_\_

That he is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any matter directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Iglesia Ciudad de Salvacion or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_

(Name of Firm)

**By:**

\_\_\_\_\_

(Signature of Proposer)

\_\_\_\_\_

(Printed Name of Proposer)

\_\_\_\_\_

(Position)



Affidavit No: \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Proponent. Who I personally known or have identified by his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary

## 9.8 Attachment E

### INSURANCE REQUIREMENTS

With the exception of Professional Liability and Workers Compensation/Employer's Liability policies, a Certificate of Insurance, including the "Iglesia Ciudad de Salvacion" as additional insured will be required at time of award of contract. The Proponent must provide insurance against accidents and loss to manage any risk inherent in completing the projects as outlined in 40 CFR 35.6590 (a) and (b). The Certificate of Insurance must list the type of insurance coverage and limits acceptable to the Iglesia Ciudad de Salvacion, which include:

- a. Professional Liability Insurance coverage of a least \$1,000,000 per claim and \$2,000,000 general aggregate.
- b. General Liability coverage of \$1,000,000 personal and advertising injury; \$2,000,000 products completed operations, \$2,000,000 general aggregate, \$50,000 Damaged to Rented Premises, \$5,000 medical expense.
- c. Auto Liability of \$1,000,000 per accident combined single limit.
- d. Excess/Umbrella Liability of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

The Proponent must also furnish proof that it maintains Workers Compensation, Employer's Liability and Disability Benefits coverage of statutory limits.

## 9.9 Attachment F

### AUDITED FINANTIAL STATEMENTS

(To be provided by Proponent)

## 9.10 Attachment G

### APPLICABLE FEDERAL TERMS AND CONDITIONS

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.
- b. Applicability: This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

2. Termination for Cause and Convenience.

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

3. Equal Employment Opportunity.

- a. Standard. Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.
- b. Applicability. This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”
- c. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
  - (3) Contract: The regulation at 41 C.F.R. § 60-1.3 defines contract as "any Government contract or subcontract or any federally assisted contract or subcontract."
  - (4) Additional definitions pertaining to this contract provision can be found at 1 C.F.R. § 60-1.3.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; 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, GPR that all

qualified applicants will receive considerations 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 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 as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by

rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (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 Respondent. 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 Respondent 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 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.”

4. Davis Bacon Act

- a. Standard. This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor’s wage determination. Additionally, contractors are required to pay wages at least once per week.<sup>8</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.
- b. Applicability. When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program’s authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, including the PA Program.
- c. Additional Requirements. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

5. Copeland Anti-Kickback Act

- a. Standard. The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.<sup>24</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the DavisBacon Act’s minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.
- b. Applicability. For all prime construction contracts above \$2,000, when the DavisBacon Act also applies,<sup>26</sup> NFEs must include a provision in contracts and subcontracts for compliance with the Copeland “AntiKickback” Act.<sup>27</sup> This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.<sup>28</sup> In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement



programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

c. Additional Requirements. If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland “Anti-Kickback” Act.<sup>29</sup> According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland “Anti-Kickback” Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.<sup>30</sup> Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act with language suggested below.
- The Copeland “Anti-Kickback Act” prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland “Anti-Kickback Act” to FEMA.<sup>31</sup>
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week’s payroll period to each employee covered by the “Copeland Anti-Kickback” Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period’s payment date.
- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.

d. The following provides a sample contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(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."

6. Contract Work Hours and Safety Standards Act.

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- a. Standard. Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.
- b. Applicability. This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Additional Requirements. If applicable per the standard described above, the nonfederal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts. In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.
- d. For the required contract provisions, the language from 29 C.F.R. § 5.5(b)(1-4) is provided here::

"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 \$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 (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

e. Additional Suggested Language. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required FEMA suggests including the following language:

"Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the

Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement.

- a. Standard. This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.
- b. Applicability. This provision does not apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA’s PA Program.
- c. Key Definitions. Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and the Federal Water Pollution Control Act.

- a. Standard. For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act<sup>40</sup> and the Federal Water Pollution Control Act.<sup>41</sup> Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- b. Applicability. This contract provision is required for all procurements over \$150,000.
- c. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000: "Clean Air Act
  - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - (2) The contractor agrees to report each violation to the (name of the GPR agency or local or Indian tribal government) and understands and agrees that the (name of the GPR agency or local or Indian tribal

government} will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

#### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the GPR agency or local or Indian tribal government) and understands and agrees that the (name of the GPR agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

#### 9. Debarment and Suspension.

- a. Standard. NFEs contractors and subcontractors are subject to debarment and suspension regulations.<sup>43</sup> Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.
- b. Applicability. The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services. NFEs, even for procurements under \$25,000, must also comply with the regulation requiring nonstate entities to only award contracts to responsible vendors.
- c. Additional Requirements. The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or

declared ineligible under statutory or regulatory authority other than Executive Order 12549.48 SAM Exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.

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

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of GPR agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment.

- a. Standard. NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

The required certification form is found in FEMA regulations. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.

- b. Applicability. The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

- c. The following provides a Byrd Anti-Lobbying contract clause:

"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 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 who in turn will forward the certification(s) to the federal awarding agency.

- d. Required Certification Language. 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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer

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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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

\_\_\_\_\_  
Date"

11. Procurement of Recovered Materials.



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- a. Standard. An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.
- b. Applicability. This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.
- c. Additional Requirements.

The requirements include:

- Procuring only items designated in EPA guidelines that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides a sample contract clause:

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

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

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

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

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

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- a. Standard. Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
  - a. 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;
  - b. 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; or
  - c. 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.
- b. Applicability. For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.<sup>61</sup> FEMA strongly encourages the use of this contract clause for any contracts where FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.
- c. Suggested Language. The following provides a sample contract clause:

“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.

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- (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
  - (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 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.”

### 13. Domestic Preferences for Procurements.

- a. Standard. As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.
- b. Applicability. For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.
- c. Suggested Language. The following provides a sample contract clause: “Domestic Preference 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.”

Additional FEMA Requirements.: The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

14. Changes.

- a. Standard. 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.
- b. Applicability. FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The NFE should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

15. Access to Records.

NFEs and their contractors and subcontractors must give the Department of Homeland Security (DHS) and FEMA access to records associated with their awards during the federally required record retention period and as long as the records are retained. All parties agree to comply with DHS provisions about accessing people, places, and things related to the federal financial award as necessary or as required by DHS regulations or other applicable laws and policies. Additionally, for contracts entered into after August 1, 2017, under a major disaster or emergency declaration under Titles IV or V of the Robert T. Stafford Disaster Relief Act, FEMA is prohibited from funding any contracts that prevent audits or internal reviews by the FEMA Administrator or Comptroller General.

- a. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of GPR agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the

Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

b. Additional Suggested Language Applicable to Contracts Entered into After August 1,

2017 Under a Major Disaster or Emergency Declaration

The following provides a sample contract clause:

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. DHS Seal, Logo, and Flags.

- a. Standard. Recipients must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.
- b. Applicability. FEMA recommends that all NFEs include in their contracts a statement that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA's pre-approval.
- c. The following provides a contract clause regarding 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."

17. Compliance with Federal Law, Regulations, and Executive Orders.

- a. Standard. The NFEs and its contractors are required to comply with all federal laws, regulations, and executive orders. Additionally, recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- b. Applicability. FEMA recommends that all NFEs include in their contracts a statement acknowledging that FEMA funding will be used in the contract, as well as a requirement that contractors will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- c. The following provides a contract clause regarding 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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

18. No Obligation by Federal Government.

- a. Standard. FEMA is not a party to any transaction between a NFE and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between an NFE and its contractor.
- b. Applicability. FEMA recommends that the NFE include a statement in its contract that the federal government is not a party to the contract and, thus, is not subject to any obligations or liabilities to any party resulting from the contract.
- c. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

19. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. Standard. NFEs must comply with the requirements of the False Claims Act which prohibits submitting false or fraudulent claims for payment to the federal government. As a part of the contract with a NFE, contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements,<sup>72</sup> applies to their actions under their contract.
- b. Applicability. FEMA recommends that contracts include a provision prohibiting making false or fraudulent claims to the federal government.
- c. The following provides a contract clause regarding Fraud and False or Fraudulent 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".

20. Affirmative Socioeconomic Steps.

- a. Standard. For procurements under FEMA declarations and awards issued on or after November 12, 2020, all NFEs are required to take the six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps,<sup>74</sup> For procurements under FEMA declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement only applies to non-state entities.
- b. Applicability. FEMA recommends that applicable NFEs include in their contracts a statement requiring prime contractors, if subcontracts are to be let, to take the required affirmative socioeconomic steps.

- c. Suggested Language. The following provides a sample contract clause: “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.”

## 21. Copyright and Data Rights.

- a. Standard. An NFE is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency. 2 C.F.R. § 200.315(b) provides to the federal awarding agency “a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use [any work that is subject to copyright] for federal purposes, and to authorize others to do so.” 2 C.F.R. § 200.315(d) provides to the federal government the rights to “obtain, reproduce, publish, or otherwise use” data produced under a federal award and to authorize others to do the same.
- b. Applicability. When an NFE enters into a contract requiring a contractor or subcontractor to produce copyrightable subject matter and/or data for the NFE under the award, the NFE should include appropriate copyright and data licenses to meet its obligations under 2 C.F.R. § 200.315(b) and (d), respectively. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.
- c. Suggested Language. The following provides a sample contract clause: “License and Delivery of Works Subject to Copyright and Data Rights” The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).”