

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF NORTH BRUNSWICK  
AUTHORIZING AN AGREEMENT WITH BDO, USA, LLP TO PROVIDE  
CLAIMS ADMINISTRATION SERVICES  
RELATED TO THE APPLICATIONS FILED WITH  
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
UNDER HURRICANE IDA FEDERAL FUNDING  
AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE**

**WHEREAS**, Hurricane Ida impacted New Jersey on Wednesday, September 1, 2021, bringing severe weather conditions including strong winds, reports of tornadoes, and heavy and sustained rainfall in some areas; and

**WHEREAS**, the storm caused severe damage to municipal facilities, infrastructure, vehicles and equipment, including the Municipal Complex which had extensive damage to the sections of the Police Department and basement where the mechanical room is located; and

**WHEREAS**, in September of 2021, the Township filed claim(s) under the Garden State Joint Insurance Fund (JIF) to begin remediation efforts; and

**WHEREAS**, in October of 2022, due to the complexity of the insurance claim for the Municipal Complex, it was determined necessary to contract for claims administration services for assistance with the reporting, documentation and submission requirements; and

**WHEREAS**, in December of 2022, pursuant to Resolution 346-12.22, an agreement with BDO USA, LLP was authorized as an Extraordinarily Unspecifiable Service contract for work related to the insurance claim(s), with a one-year contract term and an amount not-to-exceed \$150,000.00 based on the agreed fee schedule; and

**WHEREAS**, the proposal submitted by BDO USA, LLP for said insurance claim work has been presented to the excess carrier for a determination of coverage and approved as an eligible expense for reimbursement under the insurance claim(s); and

**WHEREAS**, in addition the Township made application with the Federal Emergency Management Agency (FEMA) for Federal Hurricane Ida Recovery Funding seeking reimbursement for expenses associated with restoration, as well as under the FEMA Public Assistance Program for future mitigation efforts; and

**WHEREAS**, the current *risk management claims advocate* for the Township, *Latonya Brennan* along with Matthew English with Arthur J. Gallagher & Co. solicited proposals for said services related to the FEMA application process and have made a recommendation to also contract with BDO USA, LLP for assistance in coordination with Emergency Management officials at the State and FEMA; and

**WHEREAS**, the Purchasing Agent and Legal Counsel have reviewed the qualifications and proposal submitted by BDO USA, LLP and determined they possess the expertise and proven reputation to assist with the application process under FEMA; and

**WHEREAS**, the proposal submitted by BDO USA, LLP, is an eligible expense under FEMA and shall be included in the application for reimbursement; and

**WHEREAS**, compensation for said services shall be based upon the December 21, 2022 proposal submitted by BDO USA, LLP to be paid upon submission of monthly invoices bill in accordance with the rate schedule, in an amount not-to-exceed \$50,000.00 for Phases I and II as outlined within the proposal; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5 et seq., services which are specialized and qualitative in nature, requiring expertise, extensive training and proven reputation in the field of endeavor, the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body by resolution without public advertising as an extraordinarily unspecifiable service contract; and

**WHEREAS**, under an alternative process to the Fair and Open process pursuant to Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq., the Township, as a local contracting unit, may award contracts for services that are specialized and extraordinarily unspecifiable in nature; and

**WHEREAS**, BDO USA, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that BDO USA, LLP has not made any reportable contributions to a political or candidate committee in the Township of North Brunswick in the previous one year, and that the contract will prohibit BDO USA, LLP from making any reportable contributions through the term of the contract; and

**WHEREAS**, in addition, BDO USA, LLP has completed and submitted a C.271 Political Contribution Disclosure Form pursuant to N.J.S.A. 19:44A-20.26 et seq.

**NOW THEREFORE BE IT RESOLVED**, on this 17<sup>th</sup> day of January 2023, that the Township Council of the Township of North Brunswick does hereby authorize the agreement with BDO USA, LLP as an Extraordinarily Unspecifiable Service contract to assist with the application process under FEMA, with an amount not-to-exceed \$50,000.00 and a one-year contract term; and

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution; and

**BE IT FURTHER RESOLVED** notice of this action shall be published in the Home News & Tribune as required by law within 10 (ten) days after its passage.

**CERTIFICATION**

I, Cavel Gallimore, Chief Financial Officer, hereby certify that \$50,000.00 is available for this purpose in Storm Recovery Reserve Account D-33-56-850-005-001 contingent upon reimbursement under the FEMA application. Contract PRO23061

\_\_\_\_\_  
Cavel Gallimore  
Chief Financial Officer

\_\_\_\_\_  
Justine Progebin  
Business Administrator

\_\_\_\_\_  
Ronald Gordon, Esq.  
Township Attorney  
Approved as to legal form

**RECORDED VOTE:**

<b>COUNCIL MEMBER</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>NOTES</b>
HUTCHINSON				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
MEHTA				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on January 17, 2023.

\_\_\_\_\_  
Lisa Russo  
Township Clerk



12/21/2022

Township of North Brunswick  
Business Administrator  
Ms. Progebin  
710 Hermann Road,  
North Brunswick, NJ, 08902

Re: **Statement of Work** – Related to Agreement for Professional Services  
and Terms and Conditions (“Services Agreement”) Dated November 14, 2022

Dear Ms. Progebin,

This Statement of Work (“SOW”) is provided to Township of North Brunswick (“Client” or “Company”) for the services described below (the “Services”), which Services may be modified upon our mutual written agreement (email shall suffice).

Client acknowledges that Client previously executed a Services Agreement dated November 14, 2022 and accompanying Terms and Conditions (collectively, the “Services Agreement”) which are incorporated by reference into this SOW. The Services Agreement along with this SOW constitutes the Agreement for Professional Services (“Agreement”) between BDO USA, LLP (“BDO” or “we”) and Client.

To the extent there is any conflict or inconsistency between the Services Agreement and any SOW, unless otherwise agreed to in writing, the Services Agreement shall prevail.

The SOW is effective the date set forth above. Any term or condition incorporated into this SOW that is an addition to the terms and conditions contained in the Services Agreement applies only to the Services (described below) provided under this SOW.

### **Russian Ownership or Control**

By executing this SOW, Client represents that the Client is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia, or entity(ies) organized under the laws of Russia. Client agrees that if at any time while BDO is providing Services to the Client the foregoing representation is no longer true, Client will immediately notify BDO.

### **Scope of Services** **Our Understanding**

The federal government has established various options for local municipalities to offset the impact of disasters including funding available through the Federal Emergency Management



Agency (FEMA) Public Assistance grants program. These funds are designed to be secondary to insurance.

The Client experienced significant damage from Hurricane Ida which resulted in Emergency Declaration 2573-EM-NJ and Major Disaster Declaration 4614-DR-NJ. The Client has submitted a request for assistance and is in coordination with Emergency Management officials at the State and FEMA.

### **FEMA Public Assistance Grants Management Services**

BDO agrees to tailor its standard FEMA Public Assistance Grants Management Services as described below (“Services”) to the unique timing and actions currently completed, in progress, and remaining:

#### **Phase I: Discovery & Planning**

1. Conduct kickoff with senior leadership and key management staff.
2. Explain insurance and FEMA or other available resources process and overall claim strategy to optimize recoveries in a timely manner.
3. Confirm FEMA and/or other available resources filing requirements to receive Public Assistance has been completed within filing period.
4. Assess organizational benefits of FEMA and/or other available resources expedited funding.
5. Develop justification and supporting documentation to facilitate expedited funding applicable (if applicable).
6. Establish insurance and FEMA or other available resources claim protocols in collaboration with Accounting and Finance departments.
7. Review “external” and “internal” expenditure tracking system to determine if they are FEMA compliant (documentation will be used to support insurance claims as well):
  - a. Verify external expenditures (outside vendors) may be allocated to specific facility locations and/or FEMA categories.
  - b. Assign FEMA categories to external expenditures.
  - c. Review normal procurement policies and discuss if emergency policies were implemented.
  - d. Assist with vendor management to ensure invoice documentation contains required FEMA details.
  - e. Review vendor contracts to determine if they are FEMA compliant.
  - f. Prepare, collect, and organize voucher packages to support external expenditures.
  - g. Review documentation for internal labor costs including fringe benefits.
8. Review “internal” expenditure tracking system to determine if it is FEMA compliant (information will be used to support insurance claim as well.)
9. Determine work completed to date at all impacted facilities:
  - a. For work already completed, verify adequate scope descriptions and dimension information was documented.

#### **Phase II: Grant Management**



1. Develop claim packages to support advance requests.
2. Deliver information and documentation to FEMA or other available resources and other applicable parties so Project Worksheets are prepared efficiently and timely.
3. Review all claim documentation from insurance carrier and/or FEMA or other available resources to verify cost accuracy and defend any scope challenges.
4. Respond to ongoing inquiries from insurance carrier (if applicable) and/or FEMA or other available resources and others during the various claim review phases; assist in providing additional support, walkthroughs, meetings, etc.

### **Phase III: Closeout Support**

1. Verify anticipated insurance deductions and prior disaster assistance deductions are accurately calculated by FEMA or other available resources and applied by the State.
2. Develop a system to assist with FEMA's or other available resources' quarterly progress reporting requirements.
3. Assist with potential appeals (unfavorable eligibility positions, scope of work disputes, cost overrun justifications etc.).
4. Assist with close-out process by supporting Project Worksheet amounts with State representatives.
5. Reconcile State payments to FEMA Project Worksheets and/or other applicable worksheets.
6. Assist with audit preparation and remediation, if applicable.

All Services will be performed remotely or at BDO facilities (unless in person work at Client site is agreed upon in subsequent writing) which we believe is the most efficient approach for completion of the work scope. Notwithstanding anything herein to the contrary, any timing set forth in this SOW is the estimated timing subject to dependencies, including without limitation, satisfaction of its obligations by Client.

Any Service not specifically described in this SOW is outside the scope of this Agreement.

### **Assumptions**

The following general assumptions have been made in the development of this SOW and its associated fees. All fees and expenses are contingent upon the accuracy of these assumptions and are subject to change if any of the assumptions is/are incorrect. These assumptions should be carefully reviewed by Township of North Brunswick to verify accuracy. To the extent that the assumptions described in this arrangement are not met or turn out to be inaccurate, the cost and delivery schedule of the services may be impacted. If this occurs, Township of North Brunswick agrees to negotiate in good faith to mutually develop a work-around plan, revised schedule and revised fees.

- ▶ BDO will be able to hold information-gathering sessions with key Township of North Brunswick personnel to gather information required for creating project deliverables in a timely manner.



- ▶ Township of North Brunswick will provide BDO with copies of any existing documentation describing any pertinent information prior to the project commencement.
- ▶ BDO will not be held responsible for unreasonable delays in the timetable due to unavailability of information or resources from Township of North Brunswick or its vendors.
- ▶ The information supplied to BDO to create this SOW is accurate and will not substantially change.
- ▶ Each of Township of North Brunswick and BDO hereby agrees that Township of North Brunswick shall not provide any controlled unclassified information (CUI), or classified information, or International Traffic in Arms Regulations (ITAR) data (the “Subject Information”) to BDO or access to the Subject Information to BDO.
- ▶ Township of North Brunswick will provide a single point of contact for all project activities.
- ▶ Township of North Brunswick will provide the logistics for meetings including; room arrangements, transportation and other incidentals related to on-site visits.
- ▶ When the project team is working on-site, Township of North Brunswick will provide appropriate workspace with access to wifi/internet, phones, copiers, printers, etc.
- ▶ Township of North Brunswick, and as necessary, its advisors, will make timely decisions regarding approach, review of deliverables, completion of any questionnaires distributed and personnel interviews.
- ▶ Township of North Brunswick is the owner of the control environment and financial information, including the notes within the financial statements and the applicable disclosures in the financial report.
- ▶ Township of North Brunswick will retain ultimate responsibility for policy decisions and judgment decisions, as well as for concluding on the adequacy of the design and operating effectiveness of the internal control environment.
- ▶ BDO does not guarantee or warrant any particular outcome as a result of this engagement and our fees are not contingent on such an outcome.

## **Fees**

We are pleased to offer Township of North Brunswick with labor rates that represent an average 35% discount from our standard billing rates for this engagement).

<b>Resource</b>	<b>Standard Rate</b>
Managing Director	\$300
Subject Matter Expert	\$300
Senior Manager	\$280
Manager	\$240
Senior Associate	\$195
Experienced Associate	\$150

*\*Billing rates are subject to firm-wide adjustment as of August 1st*



Fees for **Phases I & II** of the scope of work shall not exceed **\$50,000**. This amount may be increased upon gathering further information regarding the project(s) costs, insurance claims, and Phase III – Closeout needs. Any revisions to the NTE will be documented in an amendment to this statement of work and mutually agreed upon by both parties.

Should we encounter unforeseen problems that will warrant additional time or expense, you will be notified as soon as possible regarding the anticipated impact on fees or project schedule.

We have structured our team to provide a cost-effective resource mix where possible. We also will bill you for travel and out-of-pocket expenses as incurred.

Each engagement also is assessed a \$15.00 per hour charge for professional time incurred with respect to each engagement. This charge is for time associated with our internal quality control processes and other engagement oversight that is critical to the effectiveness of each engagement. These resources do not charge hours directly to the engagement.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate SOW.

### **Next Steps**

We will coordinate with your designated representative to determine an appropriate timeline and immediate next steps for the Services.

If you have any questions pertaining to this SOW, please contact Andrea Espinola Wilson. BDO values your business and looks forward to many years of providing quality professional services to your Company.

Very truly yours,

BDO USA, LLP

By: \_\_\_\_\_  
Name: Andrea Espinola Wilson  
Title: Managing Partner

Acknowledged and Agreed:





This Statement of Work correctly sets forth the understanding of the parties. By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this Agreement on behalf of the Client set forth below for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this Agreement and is enforceable against the Client in accordance with its terms. The Client set forth below acknowledges and agrees that the authorized signatory is duly authorized to bind the applicable party hereto.

Township of North Brunswick

By: \_\_\_\_\_  
Name: Justine Progebin  
Title: Business Administrator

**Attachment A – Terms Addendum**



## ATTACHMENT A

### TERMS ADDENDUM

For the Services performed by BDO as set forth in this Agreement, each of the following clauses shall apply if applicable to the Services as required by applicable Federal laws and regulations.

For the purposes of this Exhibit 5, references to “contract” shall mean this Agreement.

(a) Client shall be entitled to seek the administrative, contractual, or legal remedies as available under applicable statutory laws and regulations in the event that BDO violates or breaches the terms as set forth in this Agreement, including without limitation such applicable sanctions and penalties.

(b) The rights of Client and BDO to terminate for cause and for convenience, including the manner by which it will be effected and the basis for settlement are set forth in this Agreement.

(c) Equal Employment Opportunity. 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, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,



hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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



administering agency in the discharge of the agency's primary responsibility for securing 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.

(d) Compliance with the Davis-Bacon Act.

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor

(3) Additionally, contractors are required to pay wages not less than once a week

(e) 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 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."

(f) 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 (d)(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 (d)(1) of this section, in the sum of \$26 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 (d)(1) of this section.

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

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

(g) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(h) 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 Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

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

(i) 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 Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

(j) 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's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(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 recipient/subrecipient/applicant). 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 (insert name of recipient/subrecipient/applicant), 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.



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

(l) Procurement of Recovered Materials.

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

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

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

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

(m) Access to Records.

(1) The Contractor agrees to provide Client, 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.

(4) In compliance with the Disaster Recovery Act of 2018, Client 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.