

# CALLEN-LORDE

## REQUEST FOR PROPOSAL (RFP)

HMGP Project #4480-0060

HAZARD MITIGATION GRANT MANAGEMENT SERVICES

Callen-Lorde Community Health Center:

Callen-Lorde Chelsea  
356 W 18th St  
New York, NY 10011

Date of Issue: January 11, 2024

**Proposal Deadline: January 29, 2024**

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## **I INTRODUCTION**

Callen-Lorde Community Health Center (Callen-Lorde) is the global leader in LGBTQ+ healthcare. Since the days of Stonewall, they have been transforming lives in LGBTQ+ communities through excellent comprehensive care, provided free of judgment and regardless of ability to pay. In addition, we are continuously pioneering research, advocacy and education to drive positive change around the world, because we believe healthcare is a human right.

Callen Lorde is now accepting Requests for Proposals for pre and post award Grant Administration Services due to our awarded Hazard Mitigation Grant. Callen Lorde is seeking a professional firm that can facilitate all phases of our project (Attachment A) and the goals and objectives set forth in our Hazard Mitigation grant application.

## **II CONTRACTUAL AGREEMENT**

The contract resulting from this RFP will be implemented in two phases. The initial term of the contract awarded under this RFP shall be from date of the contract for a period of up to twelve (12) months (Phase 1). Upon the completion of Phase 1 work, Callen-Lorde may exercise up to four (4), one-year options, for up to four (4) additional years of Phase 2 work, for a total maximum contract term of five (5) years. This RFP outlines the scope of work under both Phase 1 and Phase 2. The contract resulting from this RFP will contain both the Phase 1 initial term and options, but TMF may exercise its discretion to award and implement only the Phase 1 work. Callen-Lorde reserves the right to terminate the contract at any time upon 30 days written notice.

## **III SCOPE OF WORK**

- Provide Professional Grants Administration Services and Project Management for Callen Lorde.
- Financial Management / Budgeting
- Grant Closeout and Auditing assistance
- Provide Subject Matter Expertise to Callen Lorde as it pertains to our award ensuring that all provisions of the Grant are adhered to according to FEMA, State and Local guidance.
- Coordinate Benefit-Cost Analysis (BCA) as needed.
- Ensure engineering and design firms conform to the provisions of the award and phases outlined in our approval letter.
- Ensure that Callen Lorde adheres to all applicable Federal regulations including the following: 2 CFR 200: Uniform administrative requirements, cost principles, and audit requirement for federal award.
- Ensure proper environmental review and conditions are met.
- Ensure any changes in the phased scope of work are submitted for re-evaluation, adhere to NEPA and other relevant laws or executive orders.
- Maximize budgeting and grant funding utilizing thorough and comprehensive reviews and communication with “other contractors” as well as the sub-recipient.

- Identify Cost overrun and underruns.
- Provide subject matter expertise on any redirecting of funding required to fulfill the requirements of the grant.
- Coordinate all timelines and extensions required for project completion and advise accordingly. The Period of Performance (POP) for this award has been established as February 1, 2026, for this declaration.
- Maintain records, submit required reporting to include all financial related documents and requirements.
- ***Quarterly Reporting*** requirements as a provision of the grant. These reports should include, but are not limited to:
  - Reporting period, date of report, and Recipient POC name and contact information.
  - Project identification information, including FEMA project number (including disaster number and declaration date for the HMGP), Sub-recipient, and project type using standard project type codes.
  - Significant activities and developments that have occurred or have shown progress during the quarter, including a comparison of actual accomplishments to the work schedule objectives established in the grant.
  - Percent of work completed and whether completion is on schedule, a discussion of any problems, delays, or adverse conditions that will impair the ability to meet the timelines stated in the grant, and anticipated completion date.
  - Status of costs, including whether the costs are: (1) unchanged, (2) overrun, or (3) underrun. If there is a change in cost status, the report should include a narrative describing the change.
  - A statement of whether a request to extend the grant POP is anticipated.
  - Reconcile all financial reporting utilizing proper protocols and forms.
  - Provide “Closeout” services conforming with FEMA, State and local guidelines.

Callen Lorde expects that the selected firm has the expertise and thorough understanding of the current Federal process, procedure, policies and regulations that will ensure compliance during each phase of this grant. The selected firm will oversee Phase I as identified in our acceptance letter and submit all required documentation to gain approval for Phase II to move forward.

Our expectation is that all conditions identified by FEMA are fulfilled accordingly by the selected firm and that the firm adhere to all Hazard Mitigation Assistance Guidance provided by FEMA.

#### **IV PROPOSAL TIMELINES**

All proposals in response to this RFP must be received by Callen Lorde Health, in accordance with the submission instructions provided herein, on or before 5:00 PM (Eastern Standard) on the due date indicated below. Electronic proposals will be opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Solicitation release date:	January 11, 2024
All questions must be submitted by:	January 22, 2024
All proposals due on	January 29, 2024
Anticipated date of award:	February 15, 2024

## V RFP INSTRUCTIONS

### Submittal & Registration Instructions

- Respondents will confirm their interest and register for submission with the POC via email.
  - Initial registration/email will include RFP number in Subject line.
  - Initial registration/email will include Consultant/firm name in the body and affirmation of submission.
  - Registration will be emailed to: [aohara@callen-lorde.org](mailto:aohara@callen-lorde.org)
- Respondents must respond to the entire RFP
- Respondents will submit **One (1) electronic** (email) proposal (**PDF only**) to:

Annie O'Hara  
Director, Special Projects  
[aohara@callen-lorde.org](mailto:aohara@callen-lorde.org)

- Subject Line for submittal email should be **HMGP Project Grants Management RFP**.
- Proposals *may not* be hand delivered.
- Respondents may submit proposals any time prior to the stated deadline. Callen Lorde will use that last or latest submission for any duplicate submissions from respondents.

### Questions / Concerns

Any individual or firm with questions should send them electronically to [aohara@callen-lorde.org](mailto:aohara@callen-lorde.org). All communication should include the RFP number and title in the subject line of the email and the sender's completed information in the body text.

### Qualifications

Callen Lorde Health is seeking a contract with a competent, professional firm/consultant with experience in grants administration and project management. Callen-Lorde is specifically seeking firms with the following qualifications:

- Related experience in the project management and administration of Federally-funded Grants

- Consultant/firm must be able to show previous experience in FEMA HMGP, preferably with an emphasis on health care.
- The selected firm should have experience in administering FEMA or similar grants, knowledge of relevant regulations, and expertise in grant management.
- The selected firm should be able to demonstrate the above criteria during the scoring phase of this process.
- The selected firm will submit qualification of their team, firm or individual who will be the primary POC for all grant related activities.
- Selected consultant/firm should not be debarred or use subcontractors that are debarred or suspended in EPLS or NYS. (Attachment B)

### **Contract Award**

The award decision will be based on an evaluation of a Respondent's ability to meet the needs of Callen Lorde. Award(s), when made, will be made to the responsible and responsive Respondent(s) whose Proposal(s) represents the most advantageous Proposal for success for Callen Lorde, and has the best overall value to Callen Lorde, price and other factors being considered. Callen Lorde reserves the right to reject all offers or to award the contract to other than the lowest priced respondents.

### **Insurance Requirements**

The successful firm shall be prepared to immediately enter contract negotiations with Callen Lorde and must at that time deliver the policies of insurance or insurance certificate as required.

- Certificate of insurance showing evidence of the following coverages:
- Worker's Compensation – 1 million (if working onsite)
- General Liability - \$1 million
- Professional Liability / Errors and Omissions- \$ 2 million
- Any relevant corporate certifications and registrations required.

### **Evaluation Criteria**

The evaluation will be based on information received in each proposal. Each proposal should provide the following information:

- Prior experience working with FEMA, including HMGP. (0-20)
- Prior experience working assisting similar applicants/health care settings. (0-20)
- Technical Approach. (0-15)
- Ability to perform all responsibilities outlined in the Scope of Work section. (0-20)
- Small, disadvantaged, Woman-Owned, or Minority Business enterprises. (0-5)
- Cost for consulting services for FEMA HMGP (0-20)

Callen Lorde retains the right to interview firms to select and review submitted documentation.

## VI. PROPOSAL FORMAT

Proposals / submissions should be a maximum of 15 pages in length, to include all attachments and resumes. Text must be clearly legible. Proposals shall be signed (electronically) and submitted by an individual who is legally authorized to bind the proposing firm contractually, and include the following:

- **Respondents Qualifications**
  - Historical success / clients, expertise with Federal Grants.
  - Include specific experience working with FEMA's HMGP.
  - Experience working in a Health Care environment.
  - Key personnel experience working with Federal Grants and Grant Management.
  
- **Technical Approach**
  - Describe your firm's approach to achieve maximum effectiveness.
  - Describe your firm's process for transparency in monitoring and compliance.
  - Describe your firm's practice of document retention.
  - Describe any specialized approaches you can bring to this project.
  
- **Cost of Services to Callen Lorde**

Instructions for providing costs (hourly rates) are in **Attachment B** of this document.
  
- **References, Clients, and Projects**
  - Provide three (3) references (clients) with similar grant requirements (federal grants).
    - References Name and Address
    - Reference contact information
    - Services provided and demonstrated project success.
  - Provide resumes of proposed team members
  
- **Required Forms / Reviews**

Applicants should review the following:

- APPENDIX A- *Project Overview*
- APPENDIX B - *Price Proposal Form*
- APPENDIX C - *Certification Regarding Debarment and Suspension*
- APPENDIX D - *Lobbying Certification and Disclosure Form*
- APPENDIX "E" (*Required Federal Contract Provisions*)

## **APPENDIX A**

### *Project Overview*

Callen Lorde health has been awarded a Hazard Mitigation Grant to build resiliency within their Health Care facility. The Callen-Lorde Community Health Center “Equity Through Mitigation Project” Wind Retrofit and Generator. NYS DHSES as the grant recipient will administer this sub-grant award to the Callen-Lorde Community Health Center.

The Phase I approved Scope of Work (SOW) outlined in the application proposes to complete the assessment, design, permitting, and revised Benefit-Cost Analysis (BCA) for structurally retrofitting Callen-Lorde Health Center’s roof and install a redundant power source to mitigate against severe weather events.

Phase II will include the structural retrofit and generator installation. Once completed, the new roof will harden the building envelope against up to Category 3 hurricanes and wind-driven rain events, snow loads, and provide support, where the existing roof does not meet these standards. A 350-kilowatt natural gas-fired emergency generator will serve as a source of redundant power in the event of a power failure, allowing for continuity of operations.



**APPENDIX B**

*Price Proposal Form*

The Contract will contain the provisions required by 2 C.F.R. § 200.327 and FEMA guidance and must abide by the *Cost Principals* found in 2 C.F.R. Part 200, Subpart E to ensure that all costs are reasonable. The award may be made to other than the lowest priced offeror.

Respondent shall establish Key Performance Metrics within the Proposal that clearly indicate project milestones and deliverables tied to an overall project schedule.

Respondent should provide the title(s) they feel would be required to fulfill the obligation of this grant and a fixed hourly rate (Respondents must provide and will be evaluated on the following job titles but may submit additional job titles and associated pricing that the client may review and accept during contract negotiation.):

Job Title(s)	Hourly Rate(s)		Estimated No. of Hours weekly PER Consultant

If Respondent envisions certain costs or expenses that are not specifically identified by this RFP, specify the nature of these costs or expenses, whether each proposal includes them, and provide an estimated annual dollar value that contractor reasonably expects to be incurred. Respondents can include a separate justification for any unforeseen costs.

Please Indicate the anticipated number of consultants you will assign to this project	
Title	Estimated No. of Hours Weekly

## APPENDIX C

### *Certification Regarding Debarment and Suspension*

#### Suspension and Debarment

This RFP is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Respondent is required to verify that the Respondent, its principals (defined at 2C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

The Respondent 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.

This certification is a material representation of fact relied upon by Callen Lorde Health. 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 Callen Lorde, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Respondent 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 Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. By signing below and submitting this proposal or agreement, Contractor certifies that:
  - a. Neither it nor its principals or sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and
  - b. If selected, Contractor will not make any subaward or enter into any contract greater than \$25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in federal programs or activities.
2. If Contractor is unable to certify to any of the statements in this certification, it shall attach an explanation.

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**Name / Title / Date**

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**Signature**

**APPENDIX D**

*Lobbying Certification and Disclosure Form*

The undersigned certifies, to the best of their 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 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.

\_\_\_\_\_  
Contractor Name Title

\_\_\_\_\_  
Signature Date

## APPENDIX E

### *Required Federal Contract Provisions*

This appendix includes required provisions under Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

#### **A. CLEAN AIR ACT**

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

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

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

#### **B. FEDERAL WATER POLLUTION ACT**

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

The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the North Carolina Department of Public Safety, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### **C. DEBARMENT AND SUSPENSION**

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

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

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

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

#### **D. BYRD ANTI-LOBBYING AMENDMENT**

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

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

#### **E. PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

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

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

#### **F. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(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.

## **G. DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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

#### **H. ACCESS TO RECORDS**

The Contractor agrees to provide the Client, the Florida Division of Emergency Management, 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.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the 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.

#### **I. 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.

#### **J. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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

#### **K. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

#### **L. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

#### **M. AFFIRMATIVE SOCIOECONOMIC STEPS**

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

#### **N. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the Client, 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 Client 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 Client 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 Client.