

# COUNTY OF DEL NORTE

Office of Emergency Services

981 H Street, Suite 240

Crescent City, CA 95531

## REQUEST FOR PROPOSALS

### PROFESSIONAL SERVICES FOR AN INTEROPERABILITY COMMUNICATIONS ASSESSMENT AND PLAN



Funded through a subgrant from the Emergency Management Performance Grant - American Rescue Plan Act (EMPG-ARPA) CFDA # 97.042

**Notice is Given** - The Del Norte County Office of Emergency Services will receive Proposals for an Interoperability Communications Assessment and Plan.

**Date of RFP Issue** – April 26, 2022

**Proposals Submission Deadline** – May 27, 2022 by 3PM

Mail your Proposal to:

Attn: Maia Mello  
Del Norte County Administrative Office  
981 H Street, Suite 210  
Crescent City CA 95531

**OR**

Submit your Proposal via Email to: [Maia.Mello@co.del-norte.ca.us](mailto:Maia.Mello@co.del-norte.ca.us)

AND

[C.Smith@co.del-norte.ca.us](mailto:C.Smith@co.del-norte.ca.us)

## **INTRODUCTION AND PURPOSE**

The Del Norte County Office of Emergency Services is seeking written proposals from firms for an interoperability communications assessment and plan. The purpose of this Request for Proposal (RFP) is to define Del Norte County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services rendered by Proposers.

The Del Norte County Operational Area consists of 1,008 square miles in far northern California. It is bordered by the Pacific Ocean to the west, the Oregon border to the north, Siskiyou County to the east, and Humboldt County to the south. It is highly rural, with a population density of just over 27 people per square mile and more than 77% of land owned by federal and state agencies. Known communication challenges include terrain, funding, recruitment, aging infrastructure, and lack of local expertise.

## **PROJECT DESCRIPTION AND SCOPE OF WORK**

### **STATEMENT OF NEEDS**

Consultant will prepare an Interoperability Communication Assessment ("Assessment") for the County of Del Norte Operational Area. Consultant will organize, coordinate, and lead meetings to include appropriate County departments, agencies, and organizations in order to gather the necessary information to successfully research, write, and submit a completed Assessment. The Assessment shall identify gaps across governance, standard operating procedures, technology, training & exercise, and usage elements and will include recommendations for resolving identified gaps. Consultant will work with stakeholders to prioritize project recommendations and will develop a project budget and implementation plan for the top three prioritized projects.

### **SPECIFICATIONS**

The Assessment shall utilize the principles outlined in the Department of Homeland Security's *SAFECOM Interoperability Continuum*; align with the *Statewide Communications Interoperability Plan*, *Northern California Tactical Interoperable Communications Plan*, California Office of Emergency Services *Standardized Emergency Management System (SEMS)*, and the *National Incident Management System (NIMS)*; and will adhere to the standards set forth by the *Emergency Management Accreditation Program (EMAP)*.

The Assessment will be conducted in three phases. Each phase is described below.

During Phase I (Discovery), the Consultant shall:

- ❖ Identify and define the roles and responsibilities of all agencies within the Operational Area involved in interoperable communications ("Agencies");

- ❖ Convene a review team consisting of 7-10 individuals representing Agencies with sufficient knowledge to assist Consultant in achieving deliverables;
- ❖ Compile existing standard operating procedures, communication plans, memorandums of understanding, contracts, etc. related to interoperability currently in use by Agencies;
- ❖ Catalog and map existing interoperability infrastructure and equipment, to include ownership and coverage characteristics;
- ❖ Review the existing FCC licenses of each agency or jurisdiction within Del Norte County;
- ❖ Pinpoint existing vendor relationships;
- ❖ Understand current use of public mass notifications;

During Phase II (Evaluation), the Consultant shall:

- ❖ Identify gaps in interoperability communications across governance, standard operating procedures, technology, training & exercise, and usage; this should include, but is not limited to the evaluation of:
  - Elements of the current system that have reached their end of life;
  - Radio system performance;
  - System user load – radio user capacity analysis for each discipline;
  - Current manpower versus needs;
  - Frequency availability: utilization of current FCC licenses/pairs;
  - Performance requirements;
  - Dispatch recruitment & retainment issues;
  - Identify challenges with dispatch location and make recommendations;
  - Explore current redundancy communications plan and identify gaps
  - Training & exercise needs;
  - Full use of public mass notification systems; and
  - Any other significant issues identified by the Consultant, review team, or agency representatives.

During Phase III (Recommendation), the Consultant shall:

- ❖ Provide recommendations based on best practices to resolve identified gaps;
- ❖ Work with stakeholders to prioritize project recommendations;
- ❖ Develop a project budget and implementation plan for the top three prioritized projects; and
- ❖ Outline of how the recommended improvements will migrate towards and integrate with future technologies.
- ❖ Provide a list of recommended funding sources, including eligible grants;
- ❖ Develop at least one (1) grant request for one of the top three prioritized projects.

**TIMELINE and DELIVERABLES**

- 1 Kick-off meeting to be conducted no later than thirty (30) days from award.

- 2 Phase I (Initial Study) shall be completed within 3 months from award.
- 3 Phase II (Evaluation) shall be completed within 9 months from award. \*
- 4 Phase III (Recommendations) shall be completed within 12 months from award. \*
- 5 Following the completion of Phases I and II the Consultant shall prepare and provide a written report within two weeks and a presentation to the Board of Supervisors within four weeks clearly communicating the findings.
- 6 Following the completion of Phase III the Consultant shall prepare and provide the final Assessment and presentation to the Board within one month; the final Assessment shall be developed with a minimum of the following elements:
  - Objective
  - Background
  - Methodology (meetings, surveys, site surveys, historical system configuration, and performance information)
  - Findings
  - Recommendations
  - Project Budget and Implementation Plan for Prioritized Projects
- 7 Meetings agendas and minutes shall be provided within five (5) working days of each meeting.
- 8 Progress reports shall be provided at least monthly.
- 9 Timely and adequate response to inquiries and comments from the County.
- 10 Final Assessment is to be provided digitally in both Word and PDF formats, as well as three (3) bound hardcopies. All other deliverables shall be submitted digitally in either Word or PDF format.

\* The County reserves the right to postpone Phases II and III based on funding availability.

### **QUALIFICATIONS, BACKGROUND AND EXPERIENCE**

- Knowledge and experience in United States based interoperability communications;
- Demonstrated understanding of rural communities and associated challenges;
- Experience with assessments and/or plan development for a public or quasi-governmental entity or agency;
- Strong ability to facilitate successful stakeholder input processes;
- Ability to communicate both orally and in written form in a way that is understandable to both professionals in the field and lay people.

### **PROPOSAL FORMAT AND CONTENT**

All proposals must include the following components and organizational structure:

1. Executive Summary
2. Company Profile, Qualifications & Experience
3. Technical Proposal/Scope of Work
4. Cost/Fee Proposal
5. Timeline for Completion

## **PROPOSALS QUESTIONS AND SUBMITTAL**

Questions regarding the RFP content must be submitted by email to Maia Mello at [Maia.Mello@co.del-norte.ca.us](mailto:Maia.Mello@co.del-norte.ca.us) or 707-464-7214 no later than May 20, 2022 at 3:00 PM. Respondents should also email the above address to register to receive any addendum.

Respondents must submit one (1) original signed by the individual or authorized representative. All proposals shall be submitted on letter-sized media, pages numbered numerically, preferably on recycled paper. The outside of the submission envelope must be sealed and clearly marked "Proposal for Professional Services for an Interoperability Communications Assessment and Plan". Proposals must either be submitted to Del Norte County Administrative Office, Attn: Maia Mello, 981 H Street, Suite 210, Crescent City, California, 95531 or via email to [Maia.Mello@co.del-norte.ca.us](mailto:Maia.Mello@co.del-norte.ca.us) and [C.Smith@co.del-norte.ca.us](mailto:C.Smith@co.del-norte.ca.us). Email proposals must be either Word or PDF documents that are sized to print on letter-sized media, pages numbered numerically. **Proposals must be received no later than May 27, 2022 at 3:00 PM.**

## **EVALUATION/SELECTION CRITERIA**

Respondents will be evaluated on their responses to the following categories and criterion for selection on a raw-score basis:

- |    |                               |               |
|----|-------------------------------|---------------|
| 1. | Work Plan Detail              | 1 to 5 points |
| 2. | Best Value                    | 1 to 5 points |
| 3. | Overall Quality               | 1 to 5 points |
| 4. | Qualifications and Experience | 1 to 5 points |
| 5. | Attention to Inclusivity      | 1 to 5 points |

## **METHOD OF AWARD**

Only those proposals that adhere to all deadline and content requirements will be considered. All proposals that meet the minimum requirements will be reviewed by a panel of staff and independently scored according to the criteria above. The panel may opt to conduct interviews of the top scoring candidates, and award additional points, up to five, based on the clarifying questions asked at the interview. The panel will make a selection based on the evaluation process. The panel will inform the respondents of the staff's decision via a Notice of Selection. For purposes of this RFP, "award" is defined as the right to negotiate a contractual relationship with Del Norte County for services identified in the RFP. Award does not constitute an acceptance of a contract offer.

## **DISCLAIMERS, RESERVATION OF RIGHTS, AND CONFLICTS OF INTEREST**

Upon receipt, each proposal becomes the sole property of the County of Del Norte and will not be returned. Each respondent is solely responsible for the costs incurred in preparing and submitting a proposal. The County reserves, in its sole discretion, the right to reject any and all proposals, to cancel or postpone the RFP or the project, and to decline to award an agreement to any of the respondents. The County reserves the right to waive any immaterial irregularities in a proposal or submission of a proposal. The County reserves the right to reject any proposal that is determined to contain false, misleading, or materially incomplete information.

This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. County of Del Norte employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationships with any respondent. Respondents are responsible for understanding the law prior to submitting a proposal, and should not submit a proposal if to do so would be counter to County policy or state law.

## **PROTEST PROCEDURES**

Any protest challenging the County's selection or the selection process must be submitted within five business days following staff's Notice of Selection, which will be sent to all respondents via email. The protest must be in writing via email to C.Smith@co.del-norte.ca.us and must clearly specify the basis for the protest. The protest will be reviewed by the County Administrative Officer or their designee and the County Counsel's office and their determination on the protest is final. No public hearing will be held on the protest. The County reserves the right to proceed with award of the agreement and commencement of the services notwithstanding any pending legal challenge.

## **ATTACHMENTS**

Proposed Agreement

Period of \_\_\_\_\_ through \_\_\_\_\_



Del Norte County Contract No.: \_\_\_\_\_

Agreement for \_\_\_\_\_

Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

# **AGREEMENT FOR PROFESSIONAL SERVICES FOR AN INTEROPERABILITY COMMUNICATIONS ASSESSMENT AND PLAN**

This Agreement for Professional Services for an Interoperability Communications Assessment and Plan("Agreement") is made as of the Effective Date set forth below by and between the County of Del Norte, a political subdivision of the State of California ("the County"), and \_\_\_\_\_, hereinafter referred to as "Consultant."

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

## **OPERATIVE PROVISIONS**

**1. SERVICES.**

Consultant will provide those services described in Attachment "A", ("Services").

**2. TERM.**

Effective Date:

Termination Date:

The term of this Agreement (the "Term") shall be the period between the Effective Date and the Termination Date.

**3. PAYMENT.**

County will pay Consultant for Services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" will be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant will submit all billings for said services to County in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PARTIES.**

Consultant will, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing Services pursuant to this Agreement.

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

County of Del Norte, Contract No:



## 6. INSURANCE.

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

### a. Minimum Scope of Insurance:

Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance coverage on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: Insurance covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.  
*Workers’ Compensation and Employer’s Liability Insurance is not required if the Consultant provides written verification it has no employees.*
- iv. Professional Liability: Insurance appropriate to Consultant’s profession, with a limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

### b. Other Insurance Provisions:

- i. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- ii. Claims-made policies must be declared to and approved by the County’s Risk Management division prior to the execution of this agreement.
- iii. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant.
- iv. For any claims related to this Agreement, the Consultant’s insurance coverage shall be primary coverage as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County shall be excess of the Consultant’s insurance

- and shall not contribute with it.
- v. Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to the County thirty days prior to the policy's termination date.
  - vi. Consultant hereby grants to the County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
  - vii. The Consultant shall furnish the County with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
  - viii. Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII, unless otherwise declared to and accepted by the County.

**7. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

**8. DESIGNATED REPRESENTATIVES.**

Neal Lopez, County Administrative Officer, is the representative of the COUNTY and will administer this Agreement for the COUNTY. \_\_\_\_\_, [title], is the representative of the CONSULTANT. Changes in designated representatives shall occur only by advance written notice, of at least fourteen (14) days, to the other party.

**9. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions

Exhibit "A" – Federal Requirements

**11. NOTICES AND DESIGNATED REPRESENTATIVES.**

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows, who shall be considered the designated representatives of each party for all purposes:

If to "County": County of Del Norte  
Neal Lopez, County Administrative Officer  
981 H Street, Suite 210  
Crescent City, CA 95531

With a copy to:  
County of Del Norte  
Office of County Counsel  
981 H Street, Suite 220  
Crescent City, CA 95531

If to "Consultant":

**10. TERMINATION.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Consultant, may immediately terminate this Contract should Consultant fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Consultant's performance shall be deducted from any sum due Consultant under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding Paragraph 11.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_ day  
of \_\_\_\_\_, 2022.

"COUNTY"

COUNTY OF DEL NORTE

---

Gerry Hemmingsen, Chair  
Board of Supervisors

ATTEST:

---

KYLIE GOUGHNOUR  
Clerk of the Board

APPROVED AS TO FORM:

---

[name of attorney approving]  
(Assistant/Deputy) County Counsel

"CONSULTANT"

[Name of Consultant]

---

[title]

## **Attachment A – Services**

- A.1. **Scope of Services and Duties**
- A.2. **Time for Services Rendered**
- A.3. **Manner in which Services are to be Provided**
- A.4. **Facilities Furnished by the County**

## **Attachment B – Payment**

### **B.1. Base Contract Fee.**

The adjusted Total Base Contract Fee is \$\_\_\_\_\_.

In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed the above stated amount without an amendment to this agreement approved by the Del Norte County Board of Supervisors.

### **B.2. Travel Costs.**

COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement.

### **B.3. Authorization Required.**

Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services

## **Attachment C – Additional Provisions**

- C.1. **Patient Records/Confidentiality.**
- C.2. **Inspection by County.**
- C.3. **Dispute Resolution.**
- C.4. **Records and Accounting.**
- C.5. **Medi-Cal Provider Eligibility.**
- C.6. **Personnel.**
- C.7. **Quality Assurance.**
- C.8. **Licensing Requirements.**
- C.9. **Unauthorized Disclosure.**
- C.10. **Audit Exceptions**

## **Attachment D – General Provisions**

### **D.1. Indemnification.**

Consultant agrees to defend, indemnify, and hold harmless the County, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation costs of litigation), of every nature which may arise in connection with Consultant's performance under this Agreement, except claims arising out of the sole negligence or sole willful misconduct of the County or its officers or employees. If any attorney, including the Del Norte County Counsel, is assigned by the County to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Consultant shall pay to the County, immediately upon demand, the amount of all attorneys' fees and costs incurred by the County in connection therewith.

Notwithstanding the foregoing, if Consultant performs design professional services, the duty to indemnify and defend will be limited to the broadest possible indemnification allowed by Civil Code 2782.8, the provisions of which are deemed incorporated by reference into this agreement.

### **D.2. Personnel.**

Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

### **D.3. Time.**

Consultant will devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultants' obligations pursuant to this Agreement. Neither party will be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party. Time is of the essence for this Agreement and each covenant, term and condition herein.

### **D.4. Confidential Information.**

Consultant agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting

County of Del Norte, Contract No:

Attachment D

Page 1 of 7



confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

- a. All applications and records concerning any individual made or kept by Consultant or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Consultant agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

**D.5. Duty of Heightened Care.**

All compensation payable to Consultant hereunder shall be paid by the County. Consultant acknowledges and recognizes that services under this Agreement have its source from tax dollars from tax payers of the State of California and that, given this fact, a heightened duty of care exists in Consultant to ensure that Consultant scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of and completing the services pursuant to this Agreement.

**D.6. Financial Records and Audits.**

Consultant will maintain at Consultant's office or other place acceptable to the County full and complete accounting books and records, or copies thereof, prepared in accordance with generally accepted accounting principles reflecting its revenues and expenses of fulfilling its performance obligations.

**D.7. Right to Substantiation.**

The County reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, Consultant shall provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries shall be produced for the County as requested.

**D.8. Right to Withhold.**

The County has the right to withhold payment to Consultant when, in the opinion of the County expressed in writing to Consultant, (a) Consultant's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Consultant has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Consultant has failed to sufficiently itemize or document its demand(s) for payment.

**D.9. Ownership of Information.**

All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of the County. Consultant shall deliver such documents to the County without exception or reservation on completion of the services hereunder or termination. The County agrees to hold County harmless from any claim arising out of reuse of the information for other than this project.

**D.10. Waiver.**

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.11. Completeness of Instrument.**

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.12. Compliance with Laws.**

Consultant's services hereunder shall be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the County, the State of California, and the United States government. Consultant agrees to indemnify

County against any damages, expenses, or price reductions under this Agreement resulting from Consultant's failure to comply with the above laws and regulations.

**D.13. Successors and Assigns.**

This Agreement binds the heirs, successors, assigns and representatives of Consultant. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before Consultant may enter into subcontracts for any work contemplated under this Agreement, or before Consultant may assign this Contract or monies due or to become due, by operation of law or otherwise.

**D.14. Independent Contractor.**

This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

**D.15. Modification.**

No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.16. Counterparts.**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.17. Non-Severability.**

If any portion of this Agreement is held by a court of competent jurisdiction in a final, non-appealable decision to be invalid or unenforceable as to any party, the entire Agreement will be terminated, it being the understanding and intent of the parties that every portion of the Agreement is essential to and not severable from the remainder.

**D.18. Jurisdiction.**

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Del Norte or the U.S. District Court, California Northern District, and Consultant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

**D.19. Time is of the Essence.**

Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.20. Conflict of Interest.**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Consultant shall ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and the County. Consultant shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Consultant shall ensure that no County employee shall have any relationship to the Consultant or officer or employee of the Consultant, nor that any such person will be employed by Consultant in the performance of this Agreement without immediate divulgence of such fact to the County.

**D.21. Non-Discrimination.**

Throughout the duration of this Agreement, Consultant will not unlawfully discriminate against any employee of the Consultant or of the County or applicant for employment or for services or any member of the public because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. Consultant will ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Consultant will comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant will also abide by the Federal Civil

County of Del Norte, Contract No:

Attachment D

Page 5 of 7

Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Consultant will give written notice of its obligations under this clause to any labor agreement. Consultant will include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.22. Rehabilitation Act of 1973/Americans with Disabilities Act of 1990.**

In addition to application of the non-discrimination provision of this Agreement above, Consultant agrees to also comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.23. Captions.**

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

**D.24. Plain Meaning.**

Where terms, phrases or words are not defined, they shall have their ordinary accepted meanings within the context with which they are used. The edition current on January 2002 of Webster's Third New International Dictionary of the English Language, Unabridged shall be considered as providing ordinarily accepted meanings.

**D.25. Licenses, Permits, Laws.**

Consultant represents and warrants to County that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to perform under this agreement. Failure of the Consultant to comply with this provision shall authorize the County to immediately terminate this Agreement notwithstanding Operative Provision No. 14. Consultant shall comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

**D.26. Standard of Performance.**

Consultant warrants that Consultant, as well as each of its agents, employees and subcontractors has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Consultants duty is to exercise such care, skill, and diligence exercised by professionals engaged in the same profession optimally exercise under like circumstances. County has relied upon the professional ability and training of Consultant as a material inducement to enter this Agreement. It is understood that acceptance of Consultant's work by County will not operate as a waiver or release. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in Consultant's profession.

**D.27. Environmentally Preferable Products**

It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

## EXHIBIT A

### FEDERAL PROVISIONS

**A.1. EQUAL EMPLOYMENT OPPORTUNITY.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted Construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp. p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C). 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. 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.

Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

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

- A. 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:
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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:
- J. 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.
- K. 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.

- L. 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.
- M. 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.

**A.2. DAVIS BACON ACT** Compliance with the Davis-Bacon Act. 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.

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.

Additionally, contractors are required to pay wages not less than once a week.

**A.3. COPELAND ANTI-KICKBACK ACT** Compliance with the Copeland "Anti-Kickback" Act. 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.

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.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment.

**A.4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** Compliance with the Contract Work Hours and Safety Standards Act.

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.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The agency 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 (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**A.5. RIGHTS TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT**

If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must

comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

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.

## **A.6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

### Clean Air Act

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

The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.

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

### Federal Water Pollution Control Act

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

The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.

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.

**A.7. DEBARMENT AND SUSPENSION** As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debaring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant

certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state 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, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**A.8. LOBBYING AND POLITICAL ACTIVITIES** As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- a. 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.
- b. 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.
- c. 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

**A.9. PROCUREMENT OF RECOVERED MATERIALS**

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

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

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

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

#### **A. 10. 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.
- (3) 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.”

**A.11. 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 state 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.
4. In compliance with the Disaster Recovery Act of 2018, the County 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.

**A.12. 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.

**A.13. 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

**A.14. 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.