



**REQUEST FOR PROPOSALS (RFP) #:  
2024-02-ADM**

for

***FEMA Public Assistance (PA) Grant Program Services***  
**DUE: 4:00 p.m., Local Time on December 16, 2024**

*Prepared by:*

*City of*

*Simpsonville*

*425 E. Curtis Street*

*Simpsonville, SC 29681*

*Requests for information regarding this Request for Proposals should be directed to:*

Dianna Gracely

[dianna@simpsonville.com](mailto:dianna@simpsonville.com)

(864) 967-5404

ADVERTISEMENT

CITY OF SIMPSONVILLE

The City of Simpsonville is seeking proposals for **FEMA Public Assistance (PA) Grant Program Services**, to be performed on an as needed basis. Proposals must be received by the City of Simpsonville, 425 E. Curtis Street, Simpsonville, South Carolina 29681 no later than 4:00 p.m., local time on December 16, 2024. Any proposal received later than the specified time and date will NOT be accepted or considered. No facsimile, email, or telephone proposals will be accepted. Submitted Proposals shall contain all information requested and be submitted in the format shown within the solicitation document. Proposals MUST be sealed and clearly identify the name and number of the RFP on the outside of the envelope/package, as well as the Proposer's business name, address, and license number (if applicable).

It is anticipated that any services performed under the resulting contract from this solicitation may be funded under a federal grant such as a Federal Emergency Management Agency (FEMA) grant; therefore, all rules and regulations related to the funding source apply.

**City of Simpsonville**, in accordance with the provisions of **ALL TITLES** of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Contact Information for this  
Project:**

**Dianna Gracely, City  
Administrator**

**[dianna@Simpsonville.com](mailto:dianna@Simpsonville.com)**

**(864)967-5404**

## A. INSTRUCTIONS TO PROPOSERS

### I. General:

City of Simpsonville hereby notifies all those responding to this RFP that, in accordance with the provisions of the Civil Rights Act of 1964 (4 Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### II. Submitting a Proposal:

Sealed Proposals must be received by the City of Simpsonville 435 E. Curtis Street Simpsonville, South Carolina 29681 no later than 4:00 p.m., local time on December 16, 2024. Any proposal received later than the specified time and date will be considered a "Late Proposal" and will not be accepted or considered. No facsimile, email, or telephone proposals will be accepted. Submitted proposals shall contain all information requested and shall be submitted in the format shown within this solicitation document. Proposals must be sealed and clearly identify the name and number of the RFP on the outside of the envelope/package, as well as the Proposer's business name, address, and license number (if applicable). No other information shall be included or written on the outside of the proposal envelope/package. City of Simpsonville shall not be responsible for unidentified proposals.

### III. Examination of RFP Document:

Prior to submitting a proposal, each Proposer shall carefully examine the RFP documents, study and thoroughly familiarize themselves with the requirements thereof and notify the Owner of any and all conflicts, errors, or discrepancies.

The proposal shall remain firm for no less than one hundred twenty (120) calendar days from the date of the proposal.

By submission of this proposal, the Proposer guarantees that all goods and services meet the requirements of this solicitation.

### IV. Questions:

Submit written questions to Dianna Gracely via email at [dianna@Simpsonville.com](mailto:dianna@Simpsonville.com). All questions related to this Request for Proposals must clearly identify the name and number of the RFP. The deadline for questions is 4:00 p.m., local time, on December 2, 2024.

#### **v. Licenses:**

All Proposers must be properly licensed to do business in the City of Simpsonville and the State of South Carolina and must comply with the Code of Laws of South Carolina. The Proposer's company does not need to be based in South Carolina, but should be licensed to do business in South Carolina, if awarded a contract. Proposers that fail to comply with this requirement may subject their proposal to being rejected as non-responsive.

#### **vi. Evaluation and Selection Process:**

The City will utilize a selection committee to review and evaluate all responses to the RFP. Each response will be evaluated based on the selection criteria outlined in this RFP. The City reserves the right to award based on the initial RFP response without oral presentations, but oral presentations may be requested.

Of all the proposals submitted, the highest scoring may be invited to make oral presentations to the selection committee. If deemed necessary, the number of oral presentations will depend on the strength of the proposals. The selection committee will choose one of the responding firms with which to negotiate to enter into contract.

The selection committee reserves the right to issue a new RFP should it determine the proposals submitted, or the subsequent oral presentations indicate the firms are not able to meet the City's needs.

The City reserves the right to reject and/or honor any and all proposals.

#### **vii. Contract Award:**

Whether or not oral presentations or negotiations are held, a contract award will be made to the Proposer whose proposal is deemed most advantageous to the City of Simpsonville, considering all evaluation factors. The City of Simpsonville shall be the sole judge of this determination; therefore, a contract award may be made to other than the lowest priced Proposer.

#### **viii. Term of Contract:**

The term of this contract shall begin on the date of the City of Simpsonville's signature and end on December 31, 2025, with three optional one-year renewals.

#### **ix. Independent Contractor Status:**

The contractor shall not, by entering into a contract, become a servant, agent, or employee of the City of Simpsonville, but shall remain at all times an independent contractor to the City of Simpsonville. The contract resulting from this RFP shall not be deemed to create any joint venture, partnership, or common enterprise between the Contractor and City of Simpsonville, and the rights and obligations of the parties shall not be other than as expressly set forth.

x. Liability Coverage:

The successful Proposer shall provide proof of all required insurance(s), including worker's compensation, premises, liability and general liability. Worker's compensation shall include a minimum limit of \$1,000,000 per accident and commercial general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and vehicles, used in premises/operations. Professional Liability insurance shall be provided with minimum liability limits of \$1,000,000 per occurrence (in addition to Commercial General Liability insurance) by professional services such as accountant, attorney, architect, design, engineering and most consultants that involve errors and omissions exposure protection. City of Simpsonville shall be named as an additional insured on all liability policies and expressed on the Certificate of Liability Insurance. Insurance shall indemnify City of Simpsonville against any and all claims arising under or as a result of the performance of the contract resulting from this solicitation. The City of Simpsonville must be provided thirty (30) days' written notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the vendor/contractor to ensure that all subcontractors comply with all insurance requirements of this solicitation and the resulting contract.

xi. Grievance:

Any actual or prospective Proposer who is aggrieved in connection with this procurement, or the award of a contract resulting from this procurement, may protest to the City Administrator. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements. If scheduled, protest hearings will be scheduled within five (5) working days from protest received date.

xii. Freedom of Information Statement:

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30, Code of Laws of South Carolina (1976, as amended) (The Freedom of Information Act), with the exception that commercial or financial information obtained in response to a "Request for Proposals (RFP)" which is privileged and confidential if so designated by the Proposer shall be protected from disclosure. Such information must be clearly marked as "CONFIDENTIAL" by those submitting responses for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

xiii. Legal Statement:

Proposers to this RFP must disclose involvement in any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than employment issues or contracts not related to your professional work. Explain the issues in these cases (or the fact that there are none) as part of your submittal.

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## B. BACKGROUND INFORMATION

### i. Background:

The City of Simpsonville is located in the southeastern part of Greenville County, and is a municipality comprised of 28,000 residents. The City is located on Interstate 385, between Mauldin and Fountain Inn. Amenities include CCNB Amphitheatre, Heritage Park, the Activity & Senior Center, a vibrant downtown, Fairview Road commercial corridor, Prisma Hillcrest Hospital, and many other attractions.

### ii. Project Overview:

City of Simpsonville is soliciting proposals from professional consulting firms to provide consulting and representation services in support of the FEMA Public Assistance (PA) Grant Program Services, on an as needed basis, in accordance with the requirements stated herein. In response to Hurricane Helene, the ideal consultant shall possess demonstrated experience in programmatic disaster recovery and must have intimate knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and hazard mitigation planning for government entities.

The successful Proposer will be expected to enter into a contract with the City of Simpsonville. The resulting contract from this RFP will incorporate by reference this RFP document in its entirety and the successful proposer's response to this RFP, as well as any negotiated terms and conditions.

The successful proposer will be expected to work with multiple City of Simpsonville Departments in order to provide the services indicated in the scope of work.

## C. SCOPE OF WORK

### i. Requirements:

The selected firm will be responsible for providing services on a task order basis including, but not limited to, the following:

1. Provide technical assistance and advisory services related to the event identified in the task order.
2. Develop and implement strategies designed to maximize federal and state assistance. Provide support for strategic planning and coordination of all disaster related efforts.
3. Provide expert programmatic and policy advice on federal disaster relief programs. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
4. Review contracts and purchasing documentation to ensure compliance.
5. Attend meetings in conjunction with and on behalf of City of Simpsonville Representatives.
6. Provide damage assessment and assist in Project Worksheet formulation.
7. Proactively identify opportunities to maximize Public Assistance and Post-Disaster Mitigation funding within the current regulatory framework.
8. Assist in the development of hazard mitigation proposals under Sections 404 and 406 of the Stafford Act. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

9. Coordinate with City of Simpsonville departments to assist in the compilation of documentation for Project Worksheets and identify permit and regulatory requirements necessary to complete Project Worksheets. Provide assistance and oversight as needed for departments and offices that have difficulty completing necessary documentation.
10. Work with the Human Resources and Risk Management Department to coordinate the Public Assistance program with the City of Simpsonville's insurance coverages.
11. Progressively work with City of Simpsonville officials to resolve disputes with FEMA and SCEMD, including the preparation of appeals or responses to arbitration if necessary.
12. Provide grant close-out services to ensure funding is retained.

## II. RFP Response Requirements:

Your submission **MUST** include:

- Cover Letter to include:
  - Company or corporation name, street and mailing addresses, the responsible officer(s) of the firm. Indicate the type of company (i.e. Sole Proprietor, Corporation, Limited Liability Corporation, Partnership etc.)
  - Names of all owners and/or corporate officers.
  - Identify contact person and provide telephone, fax, email address.
  - Date and state of incorporation (if applicable).
  - Signature of company officer(s) authorized to obligate the firm.
- Non-collusion Affidavit
- Acknowledgement of Addenda (even if none, submit form)
- Anti-Lobbying Form
- Debarment, Suspension, and Other Responsibility Matters
- Drug-Free Workplace
- IRS W-9 Form
- Copies of all required licenses
- Staff resumes with qualifications and experience
- List of PA (Public Assistance) and HMGP (Hazard Mitigation Grant Program) projects managed by firm to include work performed and monetary values of projects;
- Documentation of Successful project appeals for PA and HMGP;
- Demonstrate Financial Stability
- Legal/ Pending Litigation Statement
- Proposed pricing schedule indicating the length of time pricing will be held firm

The City of Simpsonville does not desire voluminous submissions; therefore, please limit your presentation to only essential information. By submitting a proposal, your firm agrees to the terms and conditions stated herein unless explicitly stated otherwise in your response to this RFP.

#### D. EVALUATION CRITERIA

On the time/date established for receipt of proposals, only the name of proposers will be read aloud. An evaluation committee will be convened to evaluate and score proposals received. The following criteria shall be used by the committee and are weighted as shown.

Proposals will be evaluated and independently scored based upon the following factors:

#	Evaluation Criteria	Weight
1.	Experience and qualifications of staff related to disasters that involve the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006 and the Sandy Recovery Improvement Act of 2013	25 Points
2.	List of PA and HMGP projects managed by the firm to include the work performed, and monetary values of the projects.	15 Points
3.	Documented successful project appeals for PA and HMGP applications.	25 Points
4.	MBE, WBE, and Small Business Participation	5 Points
5.	Firm's financial ability to cover the cost of the Firm's expenses based on a 30, 60, 90-day billing cycle.	10 Points
6.	List of any pending or post litigations including an explanation of the circumstances.	5 Points
7.	Firm's proposed pricing	15 Points

Award of contract will be made to the Proposer or Proposers whose proposal is deemed to be most advantageous to the City of Simpsonville, considering all of the evaluation factors. This decision shall be the sole judgment of the City of Simpsonville.

**-END OF RFP NARRATIVE-**



**Required Form**

E, NON-COLLUSION AFFIDAVIT  
**(This Affidavit is Part of the Proposal)**

STATE OF \_\_\_\_\_ )

CITY OF SIMPSONVILLE OF \_\_\_\_\_ )

\_\_\_\_\_ )  
**being first duly sworn, deposes and says that he/she is**

\_\_\_\_\_ )  
**(Sole owner, a partner, president, secretary, etc.)**

**of** \_\_\_\_\_ )

the party making the foregoing Proposal that such Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed directly or indirectly, with any Proposer or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or that of any other Proposer to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Proposer has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Proposer)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ State \_\_\_\_\_ City of Simpsonville \_\_\_\_\_  
Notary Public in and for

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**Required Form**

*F. ACKNOWLEDGEMENT OF ADDENDA*

here will be no addenda issued for this project. The scope included in this RFP comprises all requirements, and dates/times for submittals will not change.

Company \_\_\_\_\_

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

Print Name \_\_\_\_\_

**Required Form**

G. ANTI-LOBBYING FORM

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify on behalf of  
(name and title of bidder's official)  
\_\_\_\_\_, that to the best of his or her  
(name of bidder)

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 any 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, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

## Required Form

### D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension. The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, 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 government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

_____	Address: _____
Contractor's Signature	
_____	_____
Printed or Typed Name	
_____	_____
Title	

## Required Form

### I. DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this agreement, the undersigned will provide drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in a workplace;
  - b. The person's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug violation;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item 1;
4. Notifying the employee in the statement required by item 1 that, as a condition of employment of this agreement, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying the South Carolina Department of Transportation within ten days after receiving notice under item 4b from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance, or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1,2,3,4,5, and 6.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

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

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

## K. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]