

REQUEST FOR PROPOSALS

CITY OF BELMONT, MISSISSIPPI

DISASTER RECOVERY CONSULTING SERVICES

I. INTRODUCTION

A. Purpose:

The City of Belmont, Mississippi (“Belmont”) is accepting sealed Request for Proposal packages. The purpose of this Request for Proposals is to solicit responses from qualified firms to provide professional service assistance to support Belmont’s disaster recovery, to expedite financial recovery and mitigation through the Federal Management Agency’s (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters.

B. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing by or before **10:00 a.m. (cst) January 30, 2026. Belmont intends to respond to any such questions or requests by 5:00 p.m. (cst) February 6, 2026.**

Contact Information: Brandon Pharr, Mayor
City of Belmont, Mississippi
94 Main Street
Belmont, MS 38827
Email: mayor@cityofbelmontms.com
Phone: (662) 454-3381

Interested firms may not contact any staff member of the City of Belmont, Mississippi, except the above-mentioned individual, with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.

C. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a Belmont-issued Addendum, which shall be distributed to vendors by e-mail. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind Belmont to any requirements, terms or conditions not stated herein.

Belmont shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

D. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by Belmont by or before:

10 a.m. (cst) February 27, 2026.

Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: City of Belmont
Office of the Mayor
94 Main Street
Belmont, MS 38827

E. RFP Response Packaging Instructions:

To be considered, submit one (1) original paper submittal with seven (7) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. RFP Packages must be in a **SEALED** envelope/container and clearly marked on the exterior of the package: **“RFP - DISASTER RECOVERY CONSULTING SERVICES”**.

1. Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.
2. Affix label, found at the end of this RFP document, to sealed envelope/container.

F. Evaluation of Responses:

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will receive a set of all of the RFP packages submitted, a copy of the RFP document with all issued Addenda, and an Evaluator's Score Sheet. The Team shall then evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each respondent shall be recorded on the Evaluator's Score Sheet. The moderator will tally score sheets and verify results, presenting them from highest to lowest.

Belmont desires to avoid the expense to all parties of unnecessary presentations; however, Belmont may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If Belmont elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

Belmont Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with Belmont prior to recommending approval of award.

Belmont reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of Belmont.

G. Evaluation Criteria:

It is the intention of Belmont City to evaluate and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Points Per Evaluator:</u>
A. Qualifications and Experience	55
B. Proposed Strategy & Technical Approach	25
C. Auditing History	30
D. Socioeconomic Contractors	5
E. Proposed Pricing	5
F. Consulting with municipalities counties/state	<u>5</u>

Total Maximum Points Possible: 125

H. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein.

I. Contract Performance:

At any point in time during the term of the Contract with the awarded Consultant, Belmont Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. Belmont may place said contract on probationary status and implement termination procedures if Belmont determines that the Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

II. GENERAL REQUIREMENTS

A. Background:

In anticipation of potential events that result in Federal, State, and Local declarations of an emergency and major disaster in Belmont, Mississippi, and associated Public Assistance declarations, (Categories A-G), Belmont seeks professional service assistance to support Belmont's disaster recovery, to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of FEMA PA and Hazard Mitigation Programs.

B. Scope of Work:

Specific tasks include the following:

FEMA Public Assistance Advisory Services

Possess extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal.

Develop a process/system for Belmont, from inception through the project closeout, to prepare and submit its PA program; this is to include documentation, procurement and contract, payroll, and grant submission support.

Develop processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Attend all meetings with FEMA, state and insurance representatives, as well as participate regularly with Belmont's designated FEMA workgroup.

Identify and communicate risks within Belmont's operation that could preclude its ability to optimize reimbursement.

Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.

Financial, Payroll, and Grant Management

Ensure Belmont disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist Belmont through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of Belmont personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist Belmont through FEMA, State (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services.

Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform intervallic review and reconciliation of actual project spending to ensure project costs are accurately captured.

Ensure Belmont documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Procurement and Contract Management/Monitoring Support

Ensure Belmont disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by FEMA, State or other agencies.

Possess the expertise to assist in the review of Belmont Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by FEMA, State, or other agencies.

Ensure Belmont documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Information Technology & Data Management

Possess the expertise to assist Belmont staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for Belmont to properly collect data and document information as necessary to optimize compliance with FEMA, state, or other agencies.

Ensure Belmont documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Insurance and Other Funding Support

Review and understand Belmont's insurance coverage in order to ensure Belmont's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, state, or other agencies.

Develop process to assist Belmont in routing eligible expenses correctly, including insurance coverage guidelines.

Possess the expertise to assist Belmont with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

Hazard Mitigation Support

Provide expertise in identifying, developing, and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist Belmont in preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure Belmont hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, state or other agencies.

Emergency Management Support Services

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review, and test of plans related to future events.

CFR 200 Compliance Language**Procurements**

While assisting Belmont with project procurements or in the event the vendor must procure additional resources post contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be preapproved by Belmont. All direct project costs will be concisely billed to specific project codes established by Belmont. Vendor invoices will be categorized by project code and must include:

- a. Name
- b. Position
- c. Billing Rate
- d. Total Hours
- e. Costs

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal

contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Suspension and Debarment

Suspension and Debarment

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

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

(3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

C. Sub-Contractors:

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At Belmont's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.

At any time, Belmont may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of Belmont, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, Belmont will notify the Respondent in writing if Belmont, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his/her RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, Belmont then may disqualify the Respondent, at no cost to Belmont.

Belmont reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by Belmont, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of Belmont.

III: CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Consultant shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by Belmont. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Consultant shall furnish proof of Insurance to Belmont prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to Belmont. Certificates shall specifically include the City of Belmont as an Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Contract.

Certificate Holder Address: City of Belmont
 94 Main Street
 Belmont, MS 38827

The Consultant shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, Belmont Council may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

C. Contract Agreement & Term:

The intent of Belmont is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated that Belmont will issue a professional services contract for the duration of the project. The initial contract term shall be for a period of ninety (90) days. Belmont may renew the contract for additional periods of 90 days, provided satisfactory performance has been maintained by the Consultant, funds are available and Belmont does not elect to terminate the contract. Belmont reserves the right to terminate the contract at any time as provided herein if it serves the best interest of Belmont.

It is expressly understood that Belmont's selection of any proposal does not constitute an award of a contract agreement with Belmont. Once Belmont has selected a proposal, contract negotiations will follow between Belmont and the selected respondent; it is further expressly understood that no contractual relationship exists with Belmont until a contract has been approved by the City of Belmont City Council and executed by both Belmont and the selected respondent. Belmont reserves the right to delete, add to, or modify one or more components of the selected

Respondent's proposal in order to accommodate changed or evolving circumstances that Belmont may have encountered since the issuance of the RFP.

D. Governing Laws & Regulations:

It shall be the responsibility of the Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this contract. The contract agreement shall be governed by the laws of the State of Mississippi, both as to interpretation and performance.

E. Termination:

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the contract agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, Belmont shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or if acceptable corrective action as approved by Belmont, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by Belmont for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, Belmont may terminate the contract agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

F. Indemnification:

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless Belmont, and its employees from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

G. Trade Secrets:

To invoke the provision of the State of Mississippi, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as “trade secret.” All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as “trade secret.” If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of the State of Mississippi, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as “Trade Secret” with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

H. Public Records:

In accordance with the State of Mississippi (Public Records Law) and the Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are public record. Also, please be aware that Belmont publishes bid proposals on its agenda for public review. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

I. Compliance with FEMA Procurement and Miscellaneous Contract Terms:

The successful professional services firm will be required to enter into a written contract that is satisfactory to ASD. The contract must contain all required provisions for FEMA funded projects which may include, but may not be limited to, the following:

Section 1. EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to

their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from

such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 2. Extension to Successors and Assigns.

Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

Section 3. Binding Agreement.

This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

Section 4. Governing Law.

All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Mississippi and resolved in an appropriate state court of competent jurisdiction sitting in Monroe County, Mississippi, or the United States District Court for the Northern District of the State of Mississippi. Contractor hereby consents to and waives any objection to venue and jurisdiction in such courts.

Section 5. Severability.

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Section 6. Clean Air Act and Federal Water Pollution Control Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to Belmont and understands and agrees that Belmont will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) 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. § 7401 *et seq.*
- (5) The Contractor agrees to report each violation to Belmont and understands and agrees that Belmont will, in turn, report each violation as required to assure

notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

- (6) 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.

Section 7. Debarment and Suspension.

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

Section 8. Byrd Anti-Lobbying Amendment and Certification.

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

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

Section 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—

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

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

Section 10. Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (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 Belmont of Columbia or a territory, to such Belmont 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.
- (3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *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.

Section 11. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Section 12. 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.

Section 13. Program Fraud and False or Fraudulent Statements or Related Acts.

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.

Section 14. Access to Records.

The following access to records requirements applies to this contract:

- (1) The Contractor agrees to provide MEMA, Belmont, 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.

Section 15. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or Client agreement and/or this Agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or Agreement, and reasonable for the completion of project scope. All changes will be approved in writing by Client prior to occurring or Contractor may not be paid for work performed.

Section 16. 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 Agreement. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 17. Termination For Cause.

The Client shall submit a written notice to the Contractor and surety (if applicable) which justifies placement of the Contractor in default if:

- (a) The work, duties, and services related to the Project and/or contemplated by the Agreement do not begin within the time specified in this Agreement.
- (b) The work, duties, and services, contemplated by the Agreement and/or Project is performed with insufficient workmen or employees; inadequate facilities; inadequate completion of services (including but not limited to reefer trucks, ice); and/or inadequate equipment or materials to assure satisfactory completion of the scope of Contractor's services. Any and all determinations of the sufficiency in this provision are at the Client's sole determination.
- (c) The Contractor provides unsuitable, neglected or rejected work, and/or refuses to remove materials (determined at the Client's sole determination).
- (d) The work and duties contemplated by the Agreement is discontinued by Contractor.
- (e) The work, duties, and services contemplated by the Agreement and/or Project are not completed within the specified amount of time in the Agreement, or as otherwise agreed to amongst the parties.
- (f) The work, duties, and services contemplated by the Agreement and/or Project is not resumed within a reasonable time after receiving a notice to continue by the Client.
- (g) Contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.
- (h) Contractor allows any final judgment to stand unsatisfied for a period for a period of ten (10) days.
- (i) Contractor makes an assignment for the benefit of creditors.
- (j) The work contemplated by the Agreement is not performed in an acceptable manner (as determined solely by Client).

If problems or issues are discovered by Client, the Client may provide written notice to Contractor. In the event such written notice is provided and Contractor or surety (if applicable) does not remedy all conditions cited in the written notice by Client of a problem or issue within ten (10) days after receiving such a notice, the Contractor is placed into default. The Client may obtain the necessary labor, services, materials, and equipment (if necessary) from a third party. If the Client enters into a new contract or agreement in order to complete the work, duties, and services that are the subject of this Agreement on behalf of Client, any and all costs incurred by the Client will be deducted from the payment due to the Contractor by Client. If such expense exceeds the sum payable under the new contract/agreement, the Contractor and surety (if applicable) shall be completely liable to pay the Client the difference. For avoidance of doubt, Contractor will be liable to make Client whole for any costs incurred by Client in the event Client enters into a contract/agreement for the services (including new lodging accommodations) covered by the Agreement due to termination of this Agreement.

Section 18. Termination For Convenience.

Client may, at any time, terminate this Agreement or any portion thereof, for Client's convenience, upon providing twenty-four (24) hour advance written notice to the

Contractor. In such case, Contractor shall be paid for all work completed through the date notice was provided (less payments already received). In no event shall the Contractor be entitled to payment of overhead and profit on work not performed.

Section 19. Exhibits.

The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. If there is a disagreement between the Exhibits and this Agreement, this Agreement prevails.

Section 20. Titles and Headings.

Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. For the "Description of Services and Products" are incorporated into this Agreement and made apart hereof.

Section 21. Conflict or Inconsistency.

In the event of any conflict or inconsistency between the terms and provisions of an Addendum and the terms and provisions of the Agreement, contract, instrument, or other agreement between Contractor and Client, the terms and provisions of the Addendum control.

Section 22. Dispute Resolution.

In the event that any dispute, claim or controversy arising out of this Agreement remains unresolved, any party may request non-binding mediation upon written notice to the other party, and such matter will be submitted to a third-party mediator mutually agreeable to the defaulting party and the non-defaulting party within thirty (30) days after such written notice. Such mediation proceedings shall be conducted in Monroe County, Mississippi. Each party shall be responsible for any fees, costs, and expenses incurred by it in the mediation; provided, however, the mediator's fee shall be borne equally by the parties. In addition to, and not in limitation of, any other confidentiality provisions of this Agreement, all aspects of the mediation shall be treated as confidential. Neither the parties nor the mediators may disclose the existence or results of the mediation, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties in order to afford such other parties a reasonable opportunity to protect their interests. Neither party may commence proceedings before a court of competent jurisdiction or in relation to any dispute arising out of this Agreement unless and until it has pursued mediation in good faith and either (x) the mediation has terminated; or (y) the other party has failed to participate in the mediation (or agree to a mediator); providing always that a party's right to commence proceedings are not prejudiced by a delay. Each party hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of any state court of competent jurisdiction sitting in Monroe County, Mississippi, or the United States District Court for the Northern District of the State of Mississippi, for any litigation arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of

any such litigation in such courts and agrees not to plead or claim in any such court that such litigation brought therein has been brought in any inconvenient forum. The prevailing party in any such litigation shall be entitled to its attorneys' fees and expenses from the other party. Notwithstanding the mediation provisions herein, any party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage.

ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti- Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

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—

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

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

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.
 - (iii) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system;
and
 - b. Are *not used* as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (i) 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.
- (ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - a. 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 District identifier (if known); supplier Commercial and Government District (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.
 - b. 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.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

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.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- (a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.
- (b) Affirmative steps must include:
- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

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

For purposes of this clause:

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

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

Attached Exhibits

Exhibit D – Byrd Anti-Lobbying Amendment Certification

EXHIBIT D, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Client Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

Federal grant, the making of any Federal loan, the entering into of any Client agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Client 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 Client agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and Client 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.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

IV: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by Belmont. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from Belmont for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of Belmont and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of Belmont.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to

simplify the preparation and evaluation of the RFP Packages. All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Cover Page
2	Cover Letter
3	Qualifications and Experience
4	Proposed Strategy and Technical Approach
5	Auditing History
6	Proposed Pricing
7	Socioeconomic Contractors
8	Administrative Information

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original and one (1) electronic disc OR one (1) USB flash drive containing one (1) Color PDF of the original documents on 8 1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font. Additionally, all headings, sections and sub-sections shall be identified appropriately. All documentation shall **be exact order and format as shown below**. No exceptions to this format will be accepted.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

Section 1: RFP Cover Page (Complete and Submit)

Section 2: Cover Letter

Provide a cover letter, **not exceeding two pages**, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the respondent's understanding of the services required and qualifications to provide disaster recovery consulting services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience

In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster recovery consulting services in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. Provide history of

any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)
- A list of Sub-Contractors with credentials and related experience

Section 4: Proposed Strategy and Technical Approach

In this section, respondent shall provide the firm's proposed strategy in representing Belmont in responding to the FEMA Major Disaster **XX-XXXX** event. The respondent shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining FEMA and other federal program reimbursements.

Section 6: Proposed Pricing

In this section, respondent shall fill out and submit the proposed rates on the rate sheet provided herein. Any and all positions that may perform any work required under the scope of services should be included in this rate sheet. Proposed base rates, fringe & overhead, profit, and proposed billing rates shall be provided by each respondent. Please provide the name and specific office location for the staff member holding each position. For evaluation purposes, Belmont will calculate an average base rate for each respondent, using all of the proposed base rates submitted on the rate sheet. Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the formula provided hereinabove.

Section 7: Socioeconomic Contractors

Provide current copy of certificate of MBE/WBE/DBE.

Section 8: Administrative Information

Please include the following:

- Proof of Liability Insurance and its limits
- Drug Free Workplace Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form
- Acknowledged Addenda

V: EVALUATION CRITERIA AND SCORE SHEET EXAMPLE

City of Belmont Definitions of Evaluation Criteria

A. Qualifications and Experience

The respondent provides firm and staff qualifications and demonstrates the firm's prior experience in providing consulting services and its familiarity with FEMA and other federal programs. Respondent clearly demonstrates an understanding of the scope of work and other technical or legal issues related to the project, and provides a history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited. ***This will be graded on a 0 – 55 scale.***

B. Proposed Strategy & Technical Approach

The respondent provides the firm's proposed strategy in representing Belmont in responding to the FEMA Major Disaster XX-XXXX event. The respondent provides the firm's technical approach to perform the scope of services requested including procedures, methodologies, resources, systems, etc. ***This will be graded on a 0 – 25 scale.***

C. Auditing History

Respondent demonstrates the firm's prior experience in defending and maintaining FEMA and other federal program reimbursements. ***This will be graded on a 0 – 30 scale.***

D. Socioeconomic Contractor

The respondent provides a current copy of certificate of MBE/WBE/DBE. (Points will be awarded only if the current certificate is provided.) ***This will be graded on a 0 – 5 scale.***

E. Proposed Pricing:

The respondent shall submit an Hourly Rate Form consisting of billable hourly labor rates for each person assigned to the Project and shall include all costs, work, insurance, fringes, supervision, engineering, and overhead and profit. A form for hourly rates is included in this RFP. ***This will be graded on a 0 – 5 scale.***

F. Consulting with municipalities/entities in surrounding counties/state:

The respondent shall provide a list of its experience consulting and providing services to other municipalities or public entities in surrounding counties and in the State of Mississippi. ***This will be graded on a 0-5 scale.***

CITY OF BELMONT

DATE:
PROJECT:

CRITERIA RANKING:

[illegible]

SIGNATURE OF RATER: _____

PRINT NAME: _____

DATE: _____

VI: ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP)
DISASTER RECOVERY CONSULTING SERVICES**

COVER PAGE

**SUBMIT ONE (1) ORIGINAL AND (7) PRINTED COPIES
AND
ONE (1) ELECTRONIC DISC OR OR ONE (1) USB FLASH DRIVE
CONTAINING ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS:**

**CITY OF BELMONT
94 MAIN STREET
BELMONT, MS 38827**

ATTN: Brandon Pharr, Mayor

COMPANY NAME: _____

DATE: _____

ATTACHMENT A
HOURLY RATE FORM

Key Program Management Personnel: The Proposer shall identify Key Program Management Personnel for the Project. Provide detailed resumes (limited to two pages) of Key Program Management showing related experience.

PROGRAM MANAGEMENT

<u>Position</u>	<u>Name</u>	<u>City/State</u>	<u>Hourly Rate</u>
Program Manager	_____	_____	_____
Deputy Program Manager	_____	_____	_____
Program Administrator	_____	_____	_____
Project Coordinator	_____	_____	_____

Other Program Staff: The Proposer shall identify Other Program Staff's hourly rate. The Proposer may add additional lines if necessary.

CONSTRUCTION & OPERATIONS

<u>Position</u>	<u>Name</u>	<u>City/State</u>	<u>Hourly Rate</u>
Cost Estimating			
On Site Inspector	_____	_____	_____
Construction Manager			
Resident Engineer	_____	_____	_____

PROGRAM & ADMINISTRATIVE SUPPORT

<u>Position</u>	<u>Name</u>	<u>City/State</u>	<u>Hourly Rate</u>
Financial Lead			
Project Manager	_____	_____	_____
FEMA Coordination			
Subject Matter Expert Funding			
Assistance Database Manager	_____	_____	_____
Procurement and Contracting			
Scheduling Administrative Assistance			
Senior Adviser	_____	_____	_____

All hourly rates provided shall be inclusive of all expenses incurred. Submitted by:

Authorized Signature, Title

Date

Consultant Firm Business

REQUEST FOR PROPOSALS (RFP)
DISASTER RECOVERY CONSULTING SERVICES

Company Name: _____

City of Belmont Drug-Free Workplace Form

The undersigned firm hereby certifies that

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, 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 such prohibition.
2. In form employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in Belmont's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

REQUEST FOR PROPOSALS (RFP)
DISASTER RECOVERY CONSULTING SERVICES

AFFIDAVIT

TO: CITY OF BELMONT
BELMONT, MISSISSIPPI

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ CITY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP-DISASTER RECOVERY CONSULTING SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)
By _____

(Title)

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2025, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

**VENDOR ON ALL BELMONT PROJECTS MUST EXECUTE AND ATTACH THIS
AFFIDAVIT TO EACH PROPOSAL.**

**REQUEST FOR PROPOSALS (RFP)
DISASTER RECOVERY CONSULTING SERVICES**

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ *{insert entity name}*,
being of lawful age and being duly sworn I, _____ *{insert affiant name}*, as
_____ *{insert position or title}* (ex. CEO, officer, president, duly authorized
representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ____ day of _____, 2023.

Signature of Affiant

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2025, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

REQUEST FOR PROPOSALS (RFP)
DISASTER RECOVERY CONSULTING SERVICES

City of Belmont Conflict of Interest Disclosure Form

Project (RFQ, RFP, BID) Number/Description: Disaster Recovery Consulting Services

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of the City of Belmont, Mississippi (“Belmont”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by Belmont.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of Belmont. Consultants/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant’s/contractor’s professional judgement when completing work for the benefit of Belmont.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for Belmont.

Please check the appropriate statement:

_____ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

_____ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s): _____

Signature Print

Name/Title

Signature Print

Name/Title

VII: OPTIONAL CHECKLIST

REQUEST FOR PROPOSALS (RFP) DISASTER RECOVERY CONSULTING SERVICES

SECTION	ATTACHMENT NAME	CHECK BOX	BELMONT USE
Section 1	RFP Cover Page		
Section 2	Cover Letter		
Section 3	Qualifications and Experience		
	Proper and Valid Licensing for conducting business in State of MS		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
	List of Sub-Contractors with credentials & related experience		
Section 4	Proposed Strategy & Technical Approach		
Section 5	Auditing History		
Section 6	Proposed Pricing / Rate Sheet Attachment "A"		
Section 7	Socioeconomic Contractors		
Section 8	Administrative Information (include the following):		
	Proof of Liability Insurance and Limits		
	Drug Free Workplace Form		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Acknowledged Addenda		

VIII: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP)
DISASTER RECOVERY CONSULTING SERVICES**

**Cut along the outer border and affix this
label to your sealed bid envelope
to identify it as a “Sealed RFP”**

SEALED RFP – DO NOT OPEN

RFP TITLE: DISASTER RECOVERY
CONSULTING SERVICES

DUE
DATE/TIME: _____

SUBMITTED
BY: _____
COMPANY NAME

COMPANY ADDRESS

COMPANY ADDRESS

DELIVER TO: City of Belmont
ATTN: Brandon Pharr, Mayor
94 Main Street
Belmont, MS 38827

END OF DOCUMENT