

PUBLIC NOTICE

REQUEST FOR PROPOSALS

Sealed proposals will be received, opened, and read aloud in public session for **DEBRIS MONITORING, DISASTER MANAGEMENT, AND RECOVERY SERVICES** for the **CITY OF SARALAND, ALABAMA**, at **6:00 P.M. on Monday, September 28, 2020**, at the City Hall Municipal Complex located at 943 Saraland Boulevard South, Saraland, Alabama. Qualified contractors are invited to bid.

Proposal specifications may be obtained from Saraland City Hall, 943 Saraland Boulevard South, Saraland, Alabama, Monday through Friday from 8:00 a.m. until 5:00 p.m., or downloaded from the City's website at www.saraland.org.

Sealed proposals may be mailed or delivered directly to the Saraland prior to the public opening. All sealed proposals must be clearly and legibly marked "SEALED PROPOSAL," the proposer's name, the project name, and the opening date and time. Contact Judi Smith at (251) 679-5560 or jsmith@saraland.org with any questions.

Sealed proposals must be mailed to the following address:

City of Saraland
Attention: City Clerk
943 Saraland Boulevard South
Saraland, Alabama 36571

Or hand delivered to:

City of Saraland
Attention: City Clerk
943 Saraland Boulevard South
Saraland, Alabama 36571

Be advised that overnight delivery by express or courier to Saraland is not guaranteed. Faxed proposals will not be accepted.

The most responsive, responsible proposal will be accepted with key consideration based upon best value and benefit to the public. The City of Saraland reserves the right to reject any and all proposals, to waive any irregularity in the proposals received, and to accept or reject any items of the proposal for the benefit of the public. No conditional proposals will be accepted. No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing date and time for the receipt of proposals.

THE CITY OF SARALAND, ALABAMA

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL DATE: September 20, 2020

PROPOSAL TITLE: Debris Monitoring, Disaster Management & Recovery Services

PLACE OF PROPOSAL OPENING: City of Saraland, City Hall, 943 Saraland Blvd. South

PROPOSAL MUST BE RECEIVED BEFORE: September 28, 2020 at 11:30 A.M. (Central)

PROPOSALS WILL BE PUBLICLY OPENED: September 28, 2020 at 11:30 A.M. (Central)

Sealed proposals will be received by the City of Saraland at the Office of the City Clerk located at Saraland City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this proposal to be considered responsive, all information in this section should be supplied, as appropriate, or the entire proposal may be disqualified. Proposal response must be in ink or typed with original signature. No errors will be corrected after proposals are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The City of Saraland reserves the right to accept or reject all proposals or any portion thereof.

ALL PROPOSALS MUST BE RETURNED AS FOLLOWS:

All proposers must use the proposal form and show on the envelope "SEALED PROPOSAL," the proposer's name, the project name, and the opening date and time. Each proposal must be in a separate envelope.

U.S. Postal Service
City of Saraland
Attention: City Clerk
943 Saraland Boulevard South
Saraland, Alabama 36571

Courier (UPS, FedEx, etc.)
City of Saraland
Attention: City Clerk
943 Saraland Boulevard South,
Saraland, Alabama 36571

1. Contact Shane Bergin, City Engineer at 251-471-2000/shane.bergin@neel-schaffer.com for questions concerning the technical specifications.
2. Contact Judi Smith, City Clerk at 251-679-5560/jsmith@saraland.org for questions concerning technical specifications or general bid procedures.

All questions that require an addendum should be emailed no later than 5:00 P.M. on September 24, 2020. Addenda will be posted on the City's website at: www.saraland.org. The City is not responsible for any oral instructions.

PROPOSAL SPECIFICATIONS

A. Project Description

The City of Saraland, Alabama, is soliciting sealed proposals from qualified firms to establish a contract with the best qualified firm for monitoring the removal of debris generated by a disaster event, disaster management, and recovery services. The contract may be awarded prior to or subsequent to the occurrence of a disaster event and be implemented at the discretion of the City at the time of any disaster event during contract period.

B. Contract Term

It is the intent of the City to enter into an initial term of one (1) year with a joint option to renew for up to two (2) additional one (1) year terms.

C. Scope of Work

The City requires debris monitoring, disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. As such the Contractor should be capable of providing a range of related other services as needed and ordered by the City. The following specifications serve as a guideline only and shall not be viewed as a comprehensive outline of work to be performed.

1. Disaster Debris Monitoring Services

The Contractor will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways and other public, eligible, or designated areas. Specific services may include:

- a) Coordinating daily briefings, work progress, staffing, and other key items with the City.
- b) Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues as necessary.
- c) Scheduling work for all team members and contractors on a daily basis.
- d) Hiring, scheduling, and managing field staff.
- e) Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- f) Assisting the City with responding to public concerns and comments.
- g) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- h) Digitization of source documentation (such as load tickets).
- i) Developing daily operational reports to keep the City informed of work progress.
- j) Development of maps, GIS applications, etc., as necessary.
- k) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- l) Provide support documentation for completion of Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, AEMA, FHWA, and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- m) Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the firm's proposal.
- n) Final report and appeal preparation and assistance.

2. Emergency Management Planning and Training

If requested by the City, the Consultant shall provide:

- a) Development or modification of a debris management plan, including identification of an adequate number of Temporary Debris Storage and Reduction Site (TDSRS) locations. Staff training as necessary.
 - b) Procurement assistance for debris removal contractors and other services as requested.
 - c) Project management to include the formulation and management of permanent work projects, task force management, and participation on Mayor and City Council Boards and Panels.
 - d) Technical support and assistance in developing public information.
 - e) Other training and assistance as requested by the City.
 - f) Other reports and data as required by the City.
 - g) Other emergency management and consulting services identified and required by the City.
3. Public Assistance Consulting Services
As directed by the City, the Contractor shall provide:
- a) Identification of eligible emergency and permanent work (Category A-G).
 - b) Assistance in attaining Immediate Needs Funding.
 - c) Prioritization of recovery workload.
 - d) Loss measurement and categorization.
 - e) Insurance evaluation, documentation adjustment, and settlement services.
 - f) Provide support documentation for Project Worksheet generation and all federal requirements or grant documentation.
 - g) FEMA, FHWA, and NRCS reimbursement support.
 - h) Staff augmentation with experienced Public Assistance Coordinators and Project Officers.
 - i) Interim inspections, final inspections, supplemental Project Worksheet generation, and final review.
 - j) Appeal services and negotiations.
 - k) Final review of all emergency and permanent work performed.
4. Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for a minimum of three (3) years after completion of the contract. City shall have access to all records, documents, and information collected and/or maintained by the Contractor and its Subcontractors in the course of contract administration. This information shall be made accessible at the Contractor's place of business to the City, including the Finance Department and/or its designees, for the purposes of inspection, reproduction, and/or audit without restriction.
5. The laws of the State of Alabama apply to any purchase made under this Request for Proposals. Contractor shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA) as applicable to the contract. Proposers certify by submission of a proposal that they have not and will not use Federal funds to pay any person or organization to influence or attempt to influence and 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 USC Section 1352.
6. Contractor is responsible to complete this scope of work, including all labor, parts, materials, tools, supervision, and equipment necessary to complete the Work.
7. The specific items included as part of this scope of work are listed for emphasis only and are not intended to limit the scope of work in any way.

8. The Work of this contract is hereby further clarified and defined. In accordance with the nature of this contract, this clarification does not relieve the Contractor from providing all elements necessary to complete the debris monitoring, disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. It is the Contractor's responsibility, based on their expertise and knowledge of the work, to include all items, materials, and procedures necessary to complete the execution of the work that, although not shown, can be reasonably inferred to be a part of the work.
9. Contractor's price includes:
 - a) All taxes associated with this scope of work;
 - b) All salaried and field personnel required to complete the work;
 - c) All permits and/or licenses required for this work; and
 - d) Contractor acknowledges that multiple mobilizations may be required and has accounted for all costs in the proposal.

D. Coordination of Work

After contract award, the Contractor shall coordinate the work schedule with the City Staff Contact. Any modifications to the scope of work or schedule shall be first approved by the City Staff Contact

E. Insurance Requirements

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Coverage of all insurance shall be from acceptably strong companies with a minimum rating of A+/AA in Best's Insurance Guide, or lacking that, must be approved by the Owner. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, Professional Errors and Omissions, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

Worker's Compensation & Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering **all** workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

Professional Errors and Omissions

Contractor shall also obtain coverage limits of \$1,000,000 each claim and policy aggregate, an Extended Discovery period to apply for at least two (2) years after Contractor's work is accepted by the City of Saraland, and a deductible not to exceed \$10,000, for which the Contractor will remain solely responsible for, shall apply. "Claims-Made" policies shall carry a retroactive date prior to the effected date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a

SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Commercial Umbrella/Excess Liability

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse the City as an “Additional Insured” on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

Additional Insured Endorsements

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Saraland.”

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

Right to Revise or Reject

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Saraland
Attn: City Clerk
943 Saraland Boulevard South
Saraland, AL 36571
Fax (251) 679-5560

F. Disposal of Materials

Any waste and excess materials shall be disposed of by the Contractor in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic Substances Control Act (TSCA), and the Alabama Department of Environmental Management (ADEM) Regulations.

- G.** Nothing in this request for proposal concerning potential hours or amounts payable shall be a guarantee or in any way serve as a minimum amount of compensable hours, compensable fees or compensable costs. The Contractor acknowledges that any payment for compensable time or compensable fees will be based upon actual compensable time or compensable fees incurred.

PROPOSAL REQUIREMENTS

Firms or companies desiring to provide services, as described in the Scope of Work shall submit **one (1) original and three (3) complete copies** of proposal specifications and pricing no later than the time and date specified in the Request for Proposals.

Each proposal submitted **MUST** include the following sections arranged in the following order:

Section A: Contractor Information

This section is to contain the completed “Contractor Information Form” included in these documents.

Section B: Qualifications of the Firm

Firm qualifications must include the following:

1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
2. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
3. Experience representing Local governments with various state and federal funding source sources and reimbursement processes, including the Federal Emergency Management Agency (FEMA), Alabama Emergency Management Agency (AEMA), Federal Highway Administration (FHWA) and/or Natural Resource Conservation Service (NRCS).
4. Experience with special disaster recovery program management services including private property/ROW work, waterways/wetland clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, hauler invoice reconciliation and contracting, and FEMA reporting and appeals assistance.
5. Provide at minimum three (3) references for which the firm has performed services within the last five (5) years that are similar to the requirements in the Scope of Services. Three (3) of the references shall be from a local government for hurricane debris monitoring experience. Provide the reference contact name, address, e-mail, telephone numbers and date of contract.

Section C: Qualifications of the Staff

Provide an organizational chart and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, etc.) must be full time employees of the proposing firm and have experience in the following :

1. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three (3) governmental entities involving a minimum of 500,000 cubic yards of debris. Recent debris monitoring of hurricane events is required.
2. Documented knowledge and experience with Federal, State, and Local emergency agencies, state and federal programs, funding sources, and reimbursement processes. Proposer must demonstrate experience with project worksheet preparation, procurement of contractors, hauler invoice reconciliation, and appeals/reimbursement support.

Section D: Technical Approach

Provide a description of the proposer’s approach to the project, to include startup procedures/requirements, debris estimating methodology, analysis of debris recovery operations, and management of debris recovery contractors, billing/invoicing, and reporting procedures to FEMA and the City. Provide a copy of the proposer’s internal training program.

Section E: Pricing Sheet

This section is to contain the completed “Pricing Sheet” included in these documents. This “Pricing Sheet” is intended to provide quick comparative information regarding the cost for this project to City personnel. The cost proposal will be evaluated by the hourly rates submitted on the Pricing Sheet.

SECTION A: CONTRACTOR INFORMATION FORM

Contractor Name: _____
Contact Name: _____
Title: _____
Street Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

The proposer acknowledges receipt of the following addenda covering revisions to the proposal documents, and states that the costs, if any, of such revisions have been included in the base proposal and other prices quoted herein:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

Note: If no addenda have been received, write in "none."

I have reviewed all of the general information and specifications in the RFP, have inspected the work site, have contacted the City regarding any needed clarifications, and submit this proposal with a full understanding of the specifications.

If selected by the City as the Contractor, I agree to abide by the terms and conditions specified in this RFP, including Exhibit A. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Company Officer Name: _____
Title: _____
Signature: _____
Date: _____
Phone: _____

SECTION E: PRICING SHEET

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be included within the hourly amounts.

POSITIONS	HOURLY RATES	CLIENT EXTENDED HOURS	TOTAL
1. Project Manager	\$ _____	200	\$ _____
2. Operations Managers	\$ _____	320	\$ _____
3. Schedulers/Expeditors	\$ _____	320	\$ _____
4. GIS Analyst	\$ _____	120	\$ _____
5. Field Supervisors	\$ _____	640	\$ _____
6. Debris Site/Tower Monitors	\$ _____	1,280	\$ _____
7. Load Ticket Data Entry Clerks	\$ _____	640	\$ _____
8. Billing/Invoice Analysts	\$ _____	120	\$ _____
9. Project Assistants	\$ _____	320	\$ _____
10. Field Coordinators (Crew Monitors)	\$ _____	5,120	\$ _____
11. Project Coordinators	\$ _____	320	\$ _____
12. Environmental Specialist	\$ _____	120	\$ _____
13. Project Inspectors (Citizen Drop-off Site Monitors)	\$ _____	640	\$ _____

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

14.	\$ _____	_____	\$ _____
15.	\$ _____	_____	\$ _____
16.	\$ _____	_____	\$ _____
17.	\$ _____	_____	\$ _____
18.	\$ _____	_____	\$ _____
19.	\$ _____	_____	\$ _____

SPECIAL TERMS & CONDITIONS

H. Coordination

All work must be coordinated with and authorized by the City of Saraland.

Project Contact:

Shane Bergin, City Engineer, 251-471-2000, shane.bergin@neel-schaffer.com

I. Selection Criteria

City of Saraland staff will evaluate the proposals based on the following criteria:

- Firm qualifications (25%)
- Staff qualifications (25%)
- Technical approach (25%)
- Cost proposal (25%)

Total (100%)

J. Selection Process

Each proposal received will be reviewed in accordance with the criteria stated above. One or more proposals (finalists) will be selected for further consideration. Those selected as finalists may be interviewed and allowed to present detailed information regarding the submitted proposal(s). No interview is guaranteed.

City staff will then develop an Agreement with the successful Proposer and will present the Agreement to the Saraland City Council for approval. An award is made on execution of the written Agreement by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award, and/or performance of the Agreement. In the event the City and the Contractor cannot agree on terms of an Agreement, then Agreement negotiations with the next most appropriate finalist will be made.

GENERAL TERMS & CONDITIONS

- 1.0 Any proposal that is not received by the City Clerk prior to the deadline date and time set forth will not be considered.
- 2.0 Offers by telephone, e-mail, or fax will not be accepted.
- 3.0 The City reserves the right to: (1) accept or reject any and all proposals, and to waive any technicalities or irregularities involving any proposal; (2) negotiate Agreement terms with the Proposer(s); (3) disregard all nonconforming, non-responsive or conditional proposals; and (4) reject the responses that do not meet the City's satisfaction.
 - 3.1 The City reserves the right to accept any proposal it deems to be in its best interest.
 - 3.2 The City may choose not to make any award, to award all components to one contractor, or to combine contractors and services as it sees fit.
 - 3.3 The City is not obligated to accept the lowest bid or the most technologically advanced proposal.
- 4.0 During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors and/or omissions.
- 5.0 Submission of a proposal indicates acceptance by the Proposer submitting the proposal of the terms, conditions, and specifications contained in this RFP.
- 6.0 The City will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the Proposer that will best meet the needs of the City. Proposers and/or proposals that do not meet the stated requirements will be considered in noncompliance and will be disqualified unless the City waives such noncompliance.
- 7.0 No proposal may be withdrawn for a period of sixty (60) days after the deadline set for receipt of proposals.
- 8.0 All Proposers shall acknowledge receipt of any addenda to this RFP, including Exhibit A. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the City in writing.
- 9.0 Under penalty of perjury, the Proposer certifies by signature on the Contractor Information Form:
 - 9.1 The Proposer has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the Agreement. The City may, by written notice to a Proposer, cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFP; and
 - 9.2 The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the RFP; and
 - 9.3 The contents of this proposal have not been communicated by the Proposer; or to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Proposer.
- 10.0 This RFP, including Exhibit A, any addenda distributed by the City, and the Contractor's response to the RFP shall become part of the contractual obligation and incorporated by reference into the ensuing Agreement(s). The requirements of the RFP shall take precedence over any conflicting language that may be present in any Agreement between the City and the Contractor.
- 11.0 All proposals become property of the City and will not be returned to the Proposer.
- 12.0 Each proposal and any clarifications to that proposal shall be signed by an officer of the Proposer or a designated agent empowered to bind the Proposer in an Agreement.

- 13.0 The Proposer is responsible for proposing their best, most competitive pricing in the initial proposal, as opportunity to negotiate or resubmit pricing may not be offered at a later time.**
- 13.1 Nothing in this request for proposal concerning potential hours or amounts payable shall be a guarantee or in any way serve as a minimum amount of compensable hours, compensable fees or compensable costs. The Contractor acknowledges that any payment for compensable time or compensable fees will be based upon actual compensable time or compensable fees incurred.
- 14.0 The City is exempt from taxes. No charge will be allowed for federal, state, or municipal sales and excise taxes.
- 15.0 Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments, including but not limited to those for personal injury, bodily injury, property damage, and/or death arising solely out of Contractor's or any of its agents, servants, and/or employees' negligent acts, and/or failure to act in the performance of this Agreement. Neither acceptance of the completed work nor payment therefore shall release Contractor of its obligation under this paragraph.
- 16.0 Neither party will be held responsible for nonperformance or delay caused by acts of God, natural disasters, vandalism, war, or other conditions beyond its control. Contractor shall be held accountable for manufacturer's delays in providing equipment or services proposed under this Agreement.
- 17.0 This Agreement may be amended, at any time, by mutual consent of the parties. Any amendment must be in writing and signed by authorized representatives.
- 18.0 The entire Agreement between the City and Contractor shall supersede any other verbal or written agreements. The Agreement shall include, in order of precedence, the following: the City's RFP including any addenda, Contractor's response, terms and conditions negotiated before Agreement signing, any other contractual documents.
- 19.0 The City may terminate this Agreement at its convenience by giving the other party thirty (30) days written notice. Any termination shall not relieve the City of its obligations to pay Contractor for satisfactory deliverables through the effective date of termination.
- 20.0 In cases of default by the Contractor, the City shall provide Contractor with a letter defining the area(s) where performance requirements have not been met. The Contractor shall have thirty (30) days in which to meet the Agreement requirements. If the requirements have not been met after thirty (30) days, the City has the right to cancel the Agreement without penalty. If the Agreement is cancelled due to the Contractor's failure to perform, the City shall pay the Contractor only for materials delivered and/or work performed up to cancellation. The City reserves the right to retain other parties to complete the work required under the Agreement. The Contractor will be responsible for all costs, fees and expenses incurred by the City due to the Contractor's breach of this provision.
- 21.0 Contractor shall be responsible for the performance of its employees, agents, and subcontractors.
- 22.0 The successful Proposer will be required to obtain a City of Saraland Business License if operating within the City Limits. All applicable State Laws, Municipal Ordinances, and the Rules and Regulations of all authorities have jurisdiction and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- 23.0 In cases of default of the contractor, the City may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 24.0 The Contractor may submit an Application for Payment for provided labor and materials in accordance with the accepted Unit Prices. Payment shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment.
- 25.0 The Contractor agrees to comply with 40 U.S.C. §§ 3702 and 3704 as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

26.0 The Contractor certifies that neither it, nor any subcontractor utilized in performing this Agreement, are currently suspended or debarred from performing services under this Agreement which will be subject to a request for federal assistance.

REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Saraland, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Judi Smith, City Clerk, at (251) 679-5560 or via e-mail at jsmith@saraland.org.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Saraland, Alabama, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

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

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

FEDERAL DEBARMENT CERTIFICATION FORM

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON
THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Name and Title of Authorized Representative

Signature

Date

BYRD ANTI-LOBBYING AMENDMENT

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$ 1 00,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 1 0,000 and not more than \$ 1 00,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ALABAMA

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1. I am _____, _____ of _____, the Bidder that has submitted the attached Bid.
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither I, nor any of Bidder's officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Saraland or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____
Title

Subscribed and sworn to me this _____ day of _____, 20____.

By: _____
Notary Public

My commission expires _____.

Exhibit A

State and Federal Requirements

NOTICE: THIS IS A FEDERALLY FUNDED PROJECT

AWARDING AGENCY: Federal Emergency Management Agency (FEMA), Department of Homeland Security.

References to “contractor” in this exhibit refer to the party providing services to a governmental entity through this agreement or contract.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements (“Uniform Rules”) apply to this Project. Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326.

Equal Opportunity Clause

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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.
- B. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. 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.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, “Equal Employment Opportunity” and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. 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.
- F. 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.

- G The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs A through G 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.

Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms

The Contractor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. 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; and
6. The Contractor shall, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

Disadvantaged Business Enterprises (DBE) Contractors.

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

Contract Work Hours and Safety Standards Act.

1. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, 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.
4. 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.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 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 (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. Owner 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 (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.”

Rights to Inventions Made Under a Contract 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 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 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.

Compliance with Clean Air Act and the Federal Water Pollution Control Acts

The Contractor or subcontractor shall 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).

Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term “principal” for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control

over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification 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 USC § 1352.

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See attached certification regarding lobbying.

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

DHS Seal, Logo, and Flags

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.

Compliance with Federal Law, Regulations, and Executive Orders

Contractor acknowledges that FEMA financial assistance will be used to fund the Contract and Contractor agrees it will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Contractor acknowledges and agrees that the Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

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 its actions pertaining to the Contract.