

ALL-REGIONS HOMELAND SECURITY BOARD

RFP 2013-HSGP

REQUEST FOR PROPOSAL

MASS CASUALTY INCIDENT EXERCISE DEVELOPMENT

19 MARCH 2013

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PART I VENDOR INFORMATION

1.1 Intent

- A. Story County, Iowa, DBA The All-Regions Homeland Security Board in Iowa, hereafter known as All-Regions, is soliciting proposals from firms with relevant experience to provide a proposed solution in the area of a mass casualty incident exercise development (hereafter referred to as MCI exercise) consistent with current federal, state and local planning requirements. Jurisdictions making up the All-Regions include Iowa Homeland Security Regions 1-6 and all local emergency management commissions represented by those Regions.
- B. This Request for Proposal (RFP) provides detailed instructions for Vendors interested in supplying the requirements of this proposal. It contains the specifications for the services to be provided and the terms and conditions.

1.2 Inquiries

- A. Inquiries concerning this RFP must be directed to:

Story County Auditor's Office
Attn: Liz Manion
All-Regions Homeland Security Board
Story County Administration
900 6th Street
Nevada, Iowa 50201

- B. In all cases, no verbal communications shall override written communication or the contents of this RFP.

1.3 Receiving of Proposals

- A. Sealed proposals will be received until **April 17, 2013 at 4:00 PM – Central Time Zone**. Proposals received after 4:00 p.m. will not be considered and will be returned unopened to the Vendor.

B. Proposals are to be submitted to:

Story County Auditor's Office
Attn: Liz Manion
All-Regions Homeland Security Board
Story County Administration
900 6th Street
Nevada, Iowa 50201

1.4 Filing of Proposals

The packages in which the Proposal responses are provided to All-Regions shall be labeled as follows:

Vendor Name and Address
Request for Proposal 2013-HSGP

- A. The original of the Vendor's response will be packed separately and marked as the original on both the response and the outside of the package. The original shall remain in archive with the Commission for a period of three (3) years. Three (3) additional copies of the Vendor's response will be packed together and the package marked accordingly.
- B. Cost Proposal: Any reference to cost and the cost proposal shall be packaged in a separate sealed envelope. This will allow the evaluation committee to evaluate the proposal and the cost separately and objectively.
- C. An officer of the Vendor, or a designated agent empowered to bind the Vendor in contract, shall sign the proposal and any clarification to the proposal.

1.5 Official Clock

The official clock is the time clock located in the Story County, Iowa Auditor's Office in the Administration Building, 900 6th Street, Nevada, Iowa 50201.

1.6 Delay in Receipt of Proposal

All-Regions accepts no responsibility for delays in the receipt of your proposal due to mail delivery, messenger services, or any other method of delivery. The responsibility for timely proposal delivery rests with the Vendor.

1.7 Bid Opening

All proposals will be opened on **April 18, 2013.**

1.8 Bid Review

All proposals will be reviewed in a timely manner. A list of approved firms will be compiled. All respondents will receive notification of their status when the finalists are selected. All finalists should be prepared for an on-site interview.

1.9 Rejection of Proposals

All-Regions reserves the right to reject any or all proposals in whole or in part, to waive irregularities, and to accept proposals which appear to be in the best interest of its members.

1.10 Failure to Comply

Failure to supply any information requested to accompany proposals may cause for rejection of the proposal as noncompliant. All-Regions reserves the right to request additional information if clarification is needed. Both the request and the response shall be in writing.

1.11 Proposal in Force

All proposals shall be firm for a period of 120 days after bid opening date to allow the committee to fully evaluate all proposals and to make an award deemed in the best interest of All-Regions.

1.12 Disclosure of Proposal Content

The laws of the State of Iowa require that all proposals be placed in the public domain and be opened to inspection by interested parties. Trade secrets of proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, All-Regions will notify the Vendor to permit the Vendor to defend the proprietary nature of the information.

1.13 Gratuities

The laws of the State of Iowa provide that it is a felony to offer, promise, or give anything of value to an employee or agent acting on behalf of the All-Regions with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the County Attorney's Office.

1.14 Reporting of Anticompetitive Practices

When for any reason collusion or other anticompetitive practices are suspected among Vendors or bidders, All-Regions shall prepare a notice of the relevant facts which shall be transmitted for review and possible involvement of the Office of the County Attorney.

1.15 Award

All-Regions reserves the right to award this contract not necessarily to the firm with the lowest cost but to the firm which will provide the best match to the requirements of this RFP. The successful Vendor will be determined using the criteria contained in Part IV.

1.16 Conflict Between Terms

All-Regions reserves the right to accept or reject any exception taken by the Vendor to the terms and conditions of this request for proposal.

1.17 Proposal Expenses

Expenses incurred in preparation of the proposal responses, conference attendance, site visits, or any other reason or function for the Vendor to respond to this RFP shall be the responsibility of the Vendor.

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PART II TERMS AND CONDITIONS

2.1 Termination

- A. Termination for causes: All-Regions may terminate the agreement resulting from this request at any time that the Vendor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.
 - 1. All-Regions shall provide the contractor/Vendor with thirty (30) day's notice of conditions endangering performance.
 - 2. All-Regions shall be obligated only for those services rendered prior to the day of notice of termination, less any liquidated damages that may be assessed for nonperformance.
- B. With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) day's written notice, the agreement may be terminated on an agreed date prior to the end of the contracted period without penalty to either party.

2.2 Warranty Against Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, All-Regions shall have the right to award this contract without liability, or in its discretion, to deduct from the contract price, or to otherwise recover the full amount of such, percentage, brokerage, or contingency.

2.3 Changes

Changes in provisions or services to be furnished under this proposal may be made only in writing and must be approved mutually by the Vendor and All-Regions.

2.4 Immunity From Liability

Every person party to this agreement is hereby notified and agrees that All-Regions and any funding source for All-Regions are immune from liability and suit for or from Vendor's activities involving third parties and arising from this proposal.

2.5 Waiver of Informalities

All-Regions reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offerer or provide a competitive advantage to any offerer.

2.6 Exclusive Agreement

The Agreement which results from this proposal solicitation constitutes the exclusive agreement between parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

2.7 Remedies Upon Default

In any case where the Vendor has failed to deliver or has delivered nonconforming goods or services, All-Regions shall provide a cure notice. If after notice the Vendor continues to be in default, All-Regions may procure services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting Vendor. The All-Regions Attorney or Authorized Legal Representation that has been approved by All-Regions shall be requested to make collection from the defaulting Vendor.

2.8 Acts of God

Vendor shall not be considered to be in default under this agreement, if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Vendor.

2.9 Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of All-Regions.

2.10 Indemnification

Vendor shall defend, indemnify, and hold harmless All-Regions, the Commission assignees, and other users of the goods from and against any claim of infringement of any letter patent, trade names, trademark, copyright, or trade secrets by reason of sale or use any articles purchased hereunder. All-Regions shall promptly notify Vendor of any such claim.

2.11 Discrimination and Affirmative Action

- A. Vendor shall comply with the provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. Vendor shall have an affirmative action plan and shall provide All-Regions with reports required to insure compliance with equal employment legislation and regulations if requested. Vendor shall insure that all authorized sub-Vendors comply with the provisions of this clause.
- B. A copy of the Bidder's "Affirmative Action Plan" must be made available to All-Regions upon request.

2.12 Joint Proposals

If a joint proposal is submitted by two or more Vendors, it shall define completely the responsibilities, which each party is proposing to undertake. The proposal shall be signed for each firm by a principle or officer authorized to bind in a contract. The proposal shall designate one of the joint Vendors to serve as a sole point of contact between All-Regions and the joint Vendor's. The contract resulting from the joint proposal shall be signed by principals or officers of all Vendors participating in the offer. All-Regions shall hold the contractors jointly responsible for carrying out all activities required by the contract.

2.13 The Resulting Contract or Contracts

All parts of the Request For Proposal, the contents of the Vendor's proposal response, and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract document.

2.14 Security of Data

- A. Some data files of All-Regions member agencies are of a confidential nature. The Vendor's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the custodian of the records. The Vendor shall maintain positive policies and procedures for safeguarding the confidentiality of such data and may be liable civilly or criminally under the privacy legislation for negligent release of such information.

- B. It is the obligation of both parties to this agreement to maintain as confidential any and all information of the other party to this agreement related but not limited to the business activities, methods, practices, systems, conditions, products, services, plans, markets, etc., and which is not public information. No dissemination of this information shall be made to anyone other than the parties of this agreement and their necessary agents in the fulfillment of this agreement without prior approval of the other party.

- C. All-Regions shall have the right to require the removal of any employee of the Vendors or subcontractor, if in the judgment of All-Regions employees, removal shall be necessary in order to protect the interest and security of All-Regions or its member jurisdictions.

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PART III SCOPE OF WORK

3.1 Background

The All-Regions Homeland Security Boards is seeking a contractual service to complete a progress multi-phase mass casualty incident (MCI) exercise. All-Regions is made up of the chairperson and vice-chairperson from the six (6) homeland security regions in the State of Iowa. This All-Regions Board provides coordination and joint collaboration between the six (6) homeland security regions and the projects on which they collaborate.

3.2 Capability Definitions

Mass Casualty Incident management is a combination of several target capabilities, most importantly, Triage and Pre-Hospital Treatment and Medical Surge capabilities.

Triage and Pre-Hospital Treatment: Triage and Pre-Hospital Treatment is the capability to appropriately dispatch emergency medical services (EMS) resources; to provide feasible, suitable, and medically acceptable pre-hospital triage and treatment of patients; to provide transport as well as medical care en-route to an appropriate receiving facility; and to track patients to a treatment facility. Outcomes include: Emergency Medical Services (EMS) resources are effectively and appropriately dispatched and provide pre-hospital triage, treatment, transport, tracking of patients, and documentation of care appropriate for the incident, while maintaining the capabilities of the EMS system for continued operations.

Medical Surge: Medical Surge is the capability to rapidly expand the capacity of the existing healthcare system (long-term care facilities, community health agencies, acute care facilities, alternate care facilities and public health departments) in order to provide triage and subsequent medical care. This includes providing definitive care to individuals at the appropriate clinical level of care, within sufficient time to achieve recovery and minimize medical complications. The capability applies to an event resulting in a number or type of patients that overwhelm the day-to-day acute-care medical capacity. Medical Surge is defined as the rapid expansion of the capacity of the existing healthcare system in response to an event that results in increased need of personnel (clinical and non-clinical), support functions (laboratories and radiological), physical space (beds, alternate care facilities) and logistical support (clinical and non-clinical equipment and supplies). Outcomes include: Injured or ill from the event are rapidly and appropriately cared for. Continuity of care is maintained for non-incident related illness or injury.

To build and enhance the ability for local jurisdictions and support organizations to manage a mass casualty incident, a multi-phase series of discussion-based exercises will be required.

Phase 1: Workshop – employed to build a specific product. This will be used to build a draft planning template for Mass Casualty Incidents which can be modified to include specifics for individual jurisdictions. The draft planning templates will be beneficial to provide similarities and standardization among multiple jurisdictions. The specific assets used to resource the plan and assignment of activities and tasks in the plan will vary based on location and capacity of local organizations. Audience should include local emergency managers, emergency medical services (EMS) directors, hospital emergency department directors, fire/rescue chief officers and communications/dispatch supervisors.

Phase 2: Tabletop Exercise–Involves key personnel discussing simulated scenarios in an informal setting. This will be used to assess the plans, policies, and procedures drafted in Phase I – Workshop. Audience should include those identified in Phase I.

Phase 3: Seminar – designed to orient participants to new or updated plans, policies, or procedures. This will be used to provide the background, reasoning, and concept of operations for the plans drafted in Phase I – Workshop and lessons learned during Phase II – Tabletop Exercise. Audience should include those in Phase I and II plus EMS front-line personnel, hospital emergency department staff, fire/rescue front-line personnel and communications/dispatch personnel.

Project may be required to be completed under two separate timelines and contracts due to grant funding. It is expected that each of these processes will be provided in each of the 6 Homeland Security Regions to allow for reduced travel time. The products and deliverables do not necessarily need to be unique to each region. For example, the plan templates and exercise objectives/scenarios can be the same from region to region.

3.3 Project Outcome

The outcomes of this multi-phase exercise approach will be a draft MCI plan, a tabletop exercise to evaluate the draft plan, and an orientation seminar to share this information with the personnel that will potentially be implementing the plan. Specific guidance on these and related target capabilities as well as the Homeland Security Exercise and Evaluation Program guidance can be found on the Federal Emergency Management Agency’s web site.

3.4 Deliverables and specifications to address in the proposal should include items below. For proposal comparison purposes, format the proposal to address the ability to complete the following elements.

- 1) **AGENDAs** – Develop a project management timeline and establish milestones; identify an exercise planning team, and schedule planning conferences. Provide draft agendas to each of the six regions for each phase to produce the outcomes required by the participating audience.
- 2) **FOUNDATION WORKSHOPS** - Assemble a draft template of a mass casualty incident plan for delivery to each of the six regions through a workshop environment. Examples exist with some local emergency management agencies in the state. A review and summation of best practices with these existing plans

should accompany the draft plan. This draft planning template will be used as a “starting point” for the six workshops so that participants are not starting from scratch. Workshop will be approximately 6 hours in length to achieve the building of jurisdictional mass casualty incident plans based on the best practice template provided.

- 3) **TTX EXERCISE DESIGN AND DEVELOPMENT** – Building on the exercise foundation workshops, craft an objectives-based tabletop exercise plan and scenario for each of the six regions. This notional action will be used to validate the plans developed in the workshop phases. This should include the meetings and evaluation products described in the HSEEP.
- 4) **TTX EXERCISE** - Conduct the tabletop exercises with the audience identified for each of the six regions. Setup, briefings, facilitation/control/evaluation, and wrap-up activities shall be provided by the contractor. Total length of this element should be approximately 4 hours.
- 5) **EVALUATION, AFTER-ACTION/IMPROVEMENT PLAN** – includes a formal exercise evaluation, an integrated analysis, and an AAR/IP that identifies strengths and areas for improvement. Recommendations related to areas for improvement are identified to help develop corrective actions.
- 6) **ORIENTATION SEMINAR** - Conduct orientation seminar sessions (approximately 2 hours each) with each of the six regions based on the plans and tabletop exercises conducted. These seminars are designed to provide the overview of resources, background, planning concept of operation, and implementation training to an audience of responders and support personnel/organizations.
- 7) **FACILITATION** - Facilitation of all meetings and exercise types required to deliver each of these phases shall be provided by the contractor. Direct communication with potential stakeholders will be the responsibility of All Regions and local emergency management personnel. Content of correspondence shall be provided by the contractor.
- 8) **SUPPLIES AND FACILITIES** - Incidental hard copies of agendas and handouts should be provided by contractor. However, the copies of plans, policies, agendas, presentations and procedures may be provided by electronic means such as email attachments, disks, removable media/”thumb drives, etc. Facilities for all phases can be provided by All-Regions members. Outside facilities should not be required.

3.5 Potential Vendor Conference

A vendor conference is not planned at this time. However, if the need arises due to unforeseen lack of clarity in this RFP, a vendor conference may be schedule at the discretion of All-Regions. It is recommended that any vendors considering submission of

a proposal contact All-Regions by phone or email to be notified of any potential vendor conferences.

Story County Auditor's Office
Attn: Liz Manion
All-Regions Homeland Security Board
Story County Administration
900 6th Street
Nevada, Iowa 50201

mmanion@storycounty.com
(o) 515-382-7229

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PART IV SELECTION PROCESS

- 4.0 Proposals shall be reviewed by a selection committee. The selection committee shall be all or any of the following: All-Regions Board, Regional Homeland Security Board members, non-board staff.
- 4.1 The Selection Committee will review the proposal responses depicting qualifications and select for further consideration firms that will be given an opportunity for an on-site interview session. At the time of selection for interview, firms will be provided additional instructions for information to be presented to the Selection Committee. Those firms not selected for further considerations will be notified.
- 4.2 The committee shall select firms to be interviewed. The firms selected for interview shall be notified of their invitation to make a presentation.
- 4.3 All-Regions reserves the right to award this contract not necessarily to the firm with the lowest cost but to the firm that will provide the best match to the requirements of this RFP. The successful Vendor will be determined using the criteria detailed in section 4.4.
- 4.4 In addition to items in Section 3.4 of this Request for Proposal, the section committee will be evaluating the following criteria:
- A. The firm shall have demonstrated experience in the development and provision of a HSEEP compliant exercise (workshop, tabletop, and seminar).
 - B. Vendor's size, history, personnel, special expertise and general credits. Include firms experience with emergency management, community planning, public safety, or other relevant experience.
 - C. Company organization and qualification: Adequacy of facilities and staff, recent relevant research and performance record, ability to commit staff and consultants within the time required.
 - D. Technical qualifications relating to professional personnel to be assigned to this work, including educational background and prior experience in related projects.
 - E. Demonstrated ability to maintain schedule and meet due dates.
 - F. Adequacy and completeness of proposal document as it relates to RFP provisions.

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PART V FORMAT OF PROPOSAL

- 5.0 All proposals submitted in response to this request should include the following headings to assist evaluation. These proposals should be clear and to the point. Performance on past projects will also be evaluated.
- 5.1 Identification Information:
- A. The name, address, telephone and fax numbers and an e-mail address of the firm
 - B. Description of the type of corporate structure and year of origin
 - C. Names of the principles of the firm.
- 5.2 Basic Qualifications
- Respond specifically to items in Section 3.4 of this RFP.
- 5.3 Criteria Response
- Respond specifically to items in Section 4.4 of this RFP.
- 5.4 Understanding
- Describe your understanding of this project.
- 5.5 Approach
- Describe the approach and methodology your firm will use in this specific project.
- 5.6 Products Delivered and Services Provided
- Include listing of products to be delivered and services that will be provided on-site and off-site.
- 5.7 Outside Assistance
- List outside associates and consultants proposed for this project. Include their background and experience.

5.8 References

Each firm shall provide a list of three (3) clients where a similar requested scope of work was used, and the firm was selected as Vendor for the project. Some or all of these customers may be contacted. Include the following information for each reference:

- A. Name of Jurisdiction/Organization
- B. Address
- C. Contact Person
- D. Telephone and Fax Numbers
- E. Email Address

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**PART VI
FORMAT OF COST PROPOSAL**

Cost Proposal shall be enclosed in a separate sealed envelope to allow for separate comparison of capability and costs. For proposal comparison purposes, components should be itemized where possible.

TOTAL PROJECT COST: _____

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*Include this with the other documents.

The undersigned, an authorized representative of _____ (bidder), does hereby state that the Bidder acknowledges, understands and certifies compliance with the following requirements.

A. NONCOLLUSION

This proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly sought by agreement or collusion, or communication, or conference with any person, to fix the bid price of affiant or of any other bidder, and that all statements in said proposal are true.

B. EQUAL EMPLOYMENT AND NONDISCRIMINATION

Bidder and his subcontractors shall comply with the relevant provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, national origin or disability.

The above statements regarding NONCOLLUSION, EQUAL EMPLOYMENT AND NONDISCRIMINATION are condensed version of the requirements of this bid or proposal. The complete texts of these requirements can be requested by the bidder.

Name(Please Print)_____.

Authorized Signature_____Date_____.

Title_____Phone_____.

FAX_____.

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Contract Clause Requirements

OMB Circular A-102 & 44 CFR Section 13.36(i) Contract Provisions

Grantee and subgrantee contracts have a statutory requirement to include certain language in their contracts to be in compliance with 44 CFR Section 13.36 (i) Contract Provisions.

These provisions need to be addressed and or identified in *ALL* contracts awarded for work as part of a grant (HSGP, HMGP, FMA, and PDM). There are several options to address this requirement.

1. Interpret the 13 provisions and develop your own language based on the applicable provisions and include it in the contract(s).
2. Copy the 13 provisions word for word (less the provision(s) that may not be applicable) and include it in the contract(s).
3. Reference that all work completed as a result of a contract will be in compliance with 44 CFR Section 13.36 (i) Contract Provisions and include a copy of the exact language from the CFR.

All contracts between subgrantees and contractors (in accordance with the State grant agreement) will be reviewed and approved by HSEMD prior to award. This review ensures that the statutory requirements outlined in 44 CFR section 13.36(i) have been met.

(i)**Contract provisions.** A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. **(Contracts more than the simplified acquisition threshold)**

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. **(All contracts in excess of \$10,000)**

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). **(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)**

(4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **(All contracts and subgrants for construction or repair)**

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5). **(Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)**
***DOES NOT APPLY TO DISASTER FUNDING**

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). **(Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)**

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). **(Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]