

## CATAWBA COUNTY TERMS & CONDITIONS (FEMA ONLY)

1. **SUSPENSION AND DEBARMENT -**
  - a. This Purchase Order or other agreement between the parties is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by Catawba County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA and Catawba County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)** - Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
3. **PROCUREMENT OF RECOVERED MATERIALS -**
  - a. In the performance of this Purchase Order or other agreement between the parties, 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 Purchase Order or other agreement performance schedule; ii. meeting the Purchase Order or other agreement performance requirements; or iii. at a reasonable price.
  - b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
4. **ACCESS TO RECORDS -**

The following access to records requirements apply to this Purchase Order or other agreement between the parties:

  - a. Contractor agrees to provide Catawba County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Purchase Order or other agreement between the parties for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Purchase Order or other agreement between the parties.
  - d. In compliance with the Disaster Recovery Act of 2018, Catawba County and Contractor acknowledge and agree that no language in this Purchase Order or other agreement between the parties is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
5. **CHANGES OR MODIFICATIONS** - No Purchase Order or other agreement between the parties may be modified except by written amendment which must be approved by Catawba County's Purchasing Director and signed by both parties.
6. **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.
7. **COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS** - The parties acknowledge that FEMA financial assistance will be used to fund all or a portion of the Purchase Order or other agreement between the parties. Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
8. **NO OBLIGATION BY FEDERAL GOVERNMENT** - The Federal Government is not a party to this Purchase Order or other agreement between the parties and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from this Purchase Order or other agreement between the parties.
9. **FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS** - Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Purchase Order or other agreement between the parties.
10. **TERMINATION** - CATAWBA County may terminate this Purchase Order or other agreement between the parties at any time without cause by giving Contractor thirty (30) days written notice. Catawba County may terminate this Purchase Order or other agreement between the parties for cause by giving written notice of a breach by Contractor. Contractor shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within fifteen (15) days shall result in the immediate termination of the Purchase Order or other agreement between the parties.