

**Lake Havasu City  
Notice of Request for Proposals (RFP)**



**RFP# P22-LHCFD-500202  
NFPA 1801 Compliant Thermal Image Cameras  
for Lake Havasu City Fire Department**

**RFP CLOSING DATE: November 03, 2021  
TIME: 3:00 p.m., Arizona Time**

**Pre-Proposal Conference: None**

RFP Packets may be downloaded at:  
<https://www.lhcaz.gov/budget-and-finance/bids-rfps>  
or through Onvia DemandStar at  
<https://www.demandstar.com/app/buyers/bids/390933/details>

Lake Havasu City Hall  
2330 McCulloch Blvd. N  
Lake Havasu City, Arizona 86403  
Issue Date: 09/30/2021

RFP NO.: #P22-LHCFD-500202

# NFPA 1801 Compliant Thermal Image Cameras for Lake Havasu City Fire Department

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# SECTION A – PUBLIC NOTICE

## Lake Havasu City, Arizona

**RFP NO.:** P22-LHCFD-500202

**RFP CLOSING DATE:** November 03, 2021

**RFP TITLE:** NFPA 1801 Compliant Thermal Image Cameras for Lake Havasu City Fire Department

**RFP NOTICE:** Notice is hereby given that sealed proposals shall be received by the **City Clerk's Office, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403** until **3:00 p.m. Arizona Time on November 03, 2021**. All proposals received in proper form shall be publicly opened and read aloud on the same day at 3:00 p.m., Room 109, City Hall, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403. Public openings may be attended in-person or virtually by accessing the following video conferencing system:

To join the meeting on a computer or mobile phone:

<https://bluejeans.com/2330864044?src=calendarLink>

Phone Dial-in

+1.408.740.7256 (US (San Jose))

+1.888.240.2560 (US Toll Free)

Meeting ID: 233 086 4044

Lake Havasu City may reject any proposal not in compliance with all prescribed public competitive procurement procedures and requirements, and may reject for good cause any or all proposals if Lake Havasu City finds it is in the public interest to do so.

**RFP DESCRIPTION:** Lake Havasu City Fire Department is looking to purchase NFPA 1801 Compliant Thermal Image Cameras.

There is not an expressed or implied obligation for Lake Havasu City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

RFP documents, specifications, and addenda may be obtained in the following locations:

Lake Havasu City Website: <https://www.lhcaz.gov/budget-and-finance/bids-rfps>

Onvia DemandStar: <https://www.demandstar.com/app/buyers/bids/390933/details>

*Pursuant to the Americans with Disabilities Act (ADA), Lake Havasu City endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the City Clerk's office at (928) 453-4142 at least 24 hours prior to the meeting so that an accommodation may be arranged.*

**Publish:** September 30, 2021 and October 7, 2021  
Arizona Business Gazette and Havasu News Herald

**SECTION B – INTENT TO RESPOND NOTIFICATION  
(NON-MANDATORY)**

**RFP NO.: P22-LHCFD-500202**

**RFP TITLE: NFPA 1801 Compliant Thermal Image Cameras for Lake Havasu City Fire Department**

**CLOSING DATE & TIME: November 03, 2021 at 3:00 p.m. Arizona Time**

**LETTER OF INTENT TO RESPOND (Non-Mandatory)**

This is to notify that it is our present intent to submit a proposal in response to the above referenced RFP.

The individual to whom all information regarding this RFP should be transmitted is:

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

Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

Phone Number: Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Submit this Non-Mandatory Letter of Intent by the deadline for requests for clarification and protests which is to be electronically received by **October 15, 2021 4:00 p.m., Arizona Time**.

Letter of Intent to Respond (Non-Mandatory)  
RFP No.: P22-LHCFD-500202  
Lake Havasu City  
Administrative Services Department, Procurement Division  
Attn: Lynette Singleton, Procurement Official  
Email to: [purchasing@lhcaz.gov](mailto:purchasing@lhcaz.gov)

# SECTION C – INSTRUCTIONS TO PROPOSER

## 1.0 IMPORTANT DATES SUMMARY

<b>IMPORTANT DATES</b> (Dates may be subject to change.)	
<b>ACTIVITY (All times are in Arizona time.)</b>	<b>DATE</b>
RFP Release/Advertisement	September 30, 2021
Submittal of Written Questions (4:00 p.m. AZ time)	October 15, 2021
Proposal Must Be Submitted by (3:00 p.m. local AZ time)	November 03, 2021
Phase 1 Evaluation and Short-Listed Selection for Phase 2 Testing	No Later than November 30, 2021
Phase 2 Testing and Evaluation	Month of December 2021
City Council Award	No Later than January 25, 2022

## 2.0 SOLICITATION

The Lake Havasu City (City) Fire Department (LHCFD) is seeking to procure NFPA 1801 Compliant Thermal Imaging Cameras (TIC). LHCFD has received a Federal Emergency Management Agency (FEMA) Assistance Firefighter Grant (AFG) that will be utilized to purchase eleven (11) of the Thermal Imaging Cameras (EQUIPMENT) for use on various LHCFD vehicles. All proposed products must meet the Minimum Specifications as outlined in Section C5 of this RFP and all proposers selected as finalists must agree to provide a demonstration at no charge to the LHCFD for final review.

Additionally, all proposers must meet the FEMA AFG requirements as listed in this RFP and the AFG Agreement Article (attached as Appendix A). All decisions of offers, award, etc. will be at the sole discretion of LHCFD.

## 3.0 BACKGROUND INFORMATION

3.1 Lake Havasu City, “Home of the London Bridge”, is situated on the eastern shore of Lake Havasu on the Colorado River border of California and Arizona. Lake Havasu City is located in Mohave County, Arizona, situated off Arizona Highway 95. An 18-mile drive north leads to Interstate 40, and a 65-mile drive south leads to Interstate 10. Lake Havasu City has 46.3 square miles of land area and a 2020 estimated population of 58,000.

The Lake Havasu City Fire Department (Department) is an all-hazard department, responsible for responding to and mitigating incidents involving fire, medical emergencies, hazardous materials, aircraft emergencies, and technical, water, and desert rescues. The Department consists of seven divisions, which includes Fire Administration, Fire Operations, Fire Prevention/Community Risk Reduction, Support Services, Emergency Medical Service, Training, and Special Operations.

The Department consists of 85 full-time personnel: 73-line staff, 12 administration/support staff, and 2 part-time positions. The Department operates six fire stations from which it deploys one Battalion Chief, five paramedic engine companies, one paramedic engine/truck company, and one paramedic medic unit. The Department also has specialized equipment consisting of two desert rescue units, two rescue units for technical rescue, one fireboat, one unmanned aerial vehicle, one hazardous material unit, and one aircraft rescue and firefighting unit. Engine and Truck companies are staffed with a minimum of three personnel.

As with every other service provided to Lake Havasu City, the City takes pride in offering the highest level of services to the citizens and visitors. More information regarding the LHCFD is available on the City's website <https://www.lhcaz.gov/fire-department>.

#### **4.0 MINIMUM QUALIFICATIONS OF MANUFACTURER, COMPANY AND EQUIPMENT**

All Proposers responding to this request must demonstrate their ability to provide LHCFD equipment, repair, service, etc. The following information shall be provided:

The manufacturer's name, address, phone number, email address, and primary contact person. Provide a brief history of the manufacturer including the number of years they have been producing this type of Equipment.

The company's number of years in business. Include number of years working with manufacturer of proposed Equipment.

Provide details about the proposed equipment specifications, particularly in relation to the Section C5 Minimum Specifications. Include information about technological advancements, the product's versatility of use, and the product's proven/demonstrated success. It is recommended that written explanations accompany brochures, fliers, specification lists, and copies of

warranties, multi-unit purchasing plans, service locations, loaner programs and other essential details.

The proposer must submit an account status letter or other financial documents demonstrating that the company possesses the financial resources necessary to order the equipment "on account" with the manufacturer.

List the names and locations of at least three (3) other organizations that have purchased the proposed Equipment. Provide entity name, address, contact person name, email address, and phone number.

Provide estimated date of delivery (after receipt of order).

## **5.0 MINIMUM SPECIFICATIONS AND REQUIREMENTS**

- 5.1 NFPA 1801 Compliant
- 5.2 Minimum 3.5" screen
- 5.3 IR Resolution 320 x 240
- 5.4 Minimum 2x digital zoom • Maximum Startup time 30 sec.
- 5.5 Minimum Refresh/Update rate 60Hz
- 5.6 Minimum 2-meter drop impact resistance
- 5.7 Apparatus charger system, retractable lanyard, and carabineer.
- 5.8 Apparatus mounting bracket
- 5.9 Minimum 2 rechargeable lithium-ion batteries
- 5.10 Minimum 2-year warranty
- 5.11 Workmanship and material to be first quality throughout; in the absence of comment on particular points, industry standard practice should be presumed to prevail.
- 5.12 All standard factory equipment shall be included; no deletions of standard/factory equipment will be permitted unless specifically superseded in these specifications. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included.
- 5.13 Awarded Proposer is required to meet inspection and approval by a LHCFD representative for all selected Equipment. Equipment not meeting specifications will be rejected.
- 5.14 Proposer agrees to deliver all Equipment to the LHCFD. Delivery address and schedule will be given to awarded Proposer.

## **6.0 CONTRACT TERMS AND CONTRACTUAL RELATIONSHIP**

The successful proposer will be required to accept the City's purchase order and related terms and conditions once city council has approved LHCFD's award recommendation. The City's purchase order terms and conditions can be

obtained by accessing [www.lhcaz.gov/docs/default-source/department-documents/poterm sandconditions.pdf](http://www.lhcaz.gov/docs/default-source/department-documents/poterm sandconditions.pdf)

## 7.0 QUESTIONS

All questions that arise relating to this RFP shall be directed in writing to [purchasing@lhcaz.gov](mailto:purchasing@lhcaz.gov). To be considered, written inquiries shall be received at the above-referenced email address by **October 15, 2021, 4:00 p.m.**, Arizona time. Inquiries received will then be answered in an Addendum to the RFP. **Verbal Requests for clarifications or interpretations will not be accepted.** The City may not address questions received after this deadline.

## 8.0 PROPOSAL FORMAT

The Proposal shall be a maximum of **fifty (50)** pages to address the Proposal criteria (excluding resumes, report examples and any required Forms, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. A cover, a back, a table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is 11 pt. although tables, charts, graphs and other diagrams may be smaller if legible. Failure to adhere to the page limit and font size may result in the Proposal being considered non-responsive.

Each proposal submitted to this request shall be organized and contain the following information.

8.1 Response to Section C4 – Minimum Qualifications of Manufacturer, Company and Equipment.

8.2 Response to Section C5 – Minimum Specifications and Requirements including loaner program, other essential information and details as requested.

8.3 References from least three (3) other organizations that have purchased the proposed Equipment:

- Customer (corporation, public agency, etc.)
- Specific equipment purchased
- Date(s) of purchase
- At least two contacts and contact information including email address and phone number.



8.4 Proposer, if selected as a finalist, must state their agreement to provide an on-site demonstration of the Equipment at no charge to the LHCFD for final review no later than December 23, 2021.

8.7 Total project cost, compensation and estimated ARO delivery:  
Provide a cost breakdown for eleven (11) Thermal Imaging Camera Equipment including any parts or components necessary to operate the Equipment.

Provide pricing for any optional equipment.

All prices quoted must include training, materials, supplies, shipping/handling, delivery, insurance, etc. as necessary to deliver Equipment to LHCFD's Administration Office.

The City is required to pay State sale tax at a rate of 7.6%.

Provide estimated delivery of Equipment, after receipt of order with a tentative purchase order release on or before January 31, 2022.

## 9.0 PROPOSAL DELIVERY

At least one (1) signed original proposal, together with one (1) electronic copy (in PDF format on a CD or USB drive) of the proposal, must be submitted. Submittals must be clearly addressed to the City Clerk's Office, 2330 McCulloch Blvd. N, Lake Havasu City, Arizona, 86403, and received no later than **November 03, 2021, 3:00 p.m., Arizona time**. Late submittals will not be considered under any circumstances. Submittals must be in a sealed envelope with the RFP Number and the Proposer's name and address clearly indicated on the envelope. RFP documents are available on Lake Havasu City's website at [www.lhcaz.gov](http://www.lhcaz.gov).

Proposals will be opened immediately after **3:00 p.m. (Arizona time) on November 03, 2021** at Lake Havasu City Hall, Room 109, located at 2330 McCulloch Blvd. N, Lake Havasu City, Arizona, 86403.

## SECTION D – TERMS AND CONDITIONS

### 1.0 PROPOSAL TERMS

The terms of the proposal shall be commercially reasonable and will be negotiated in connection with the purchase order agreement. Proposals must include the following terms:

- a. **Terms of Payment.** Proposer shall indicate terms of payment where indicated in the RFP documents and any discounts proposed for early payment. For purposes of comparing discounts in RFPs, the City shall only consider discounts that allow a minimum of fifteen (15) days for payment. Discount period will start from the date of receipt of current invoice, to the date the City’s payment is mailed or transmitted. Any discount provided will be taken on full amount of invoice. Payments shall comply with the requirements of A.R.S. § 35-342.

Discount terms of payment are \_\_\_\_\_% \_\_\_\_\_ days / net \_\_\_\_ days.

- b. City shall pay the awarded Proposer upon delivery of the Equipment, and upon submission and approval of invoices. All invoices shall document and itemize all equipment delivered. Multiple equipment deliveries will be accepted.

### 2.0 EVALUATION – PHASE 1

Lake Havasu City will review and score the proposals by a review committee using a two-phase selection and award process as follows:

<b>Phase 1 – Written Proposal Evaluation Criteria</b>		<b>Points</b>
1a	Demonstrated competence and professional qualifications necessary for successfully providing the Equipment and services required by the City, including number of years in business, Section C4.	10
1b	Number of years manufacture has been producing the proposed Equipment, Section C4.	10
1c	Number of years Proposer has been working with manufacturer of proposed Equipment Section C4	5
1d	References of at least three (3) other organizations that have purchased the proposed Equipment, Section C4.	5
1e	Availability to service Equipment and provide loaner in the event emergency replacement is needed, Section C4	5
1f	Proposed approach in providing Equipment demonstration for Phase 2 evaluation, Section C8.3.	10

1d	Ability to meet the minimum required specifications, Section C5.	25
1g	Quality, clarity and responsiveness of the proposal including estimated delivery of Equipment, after receipt of order with a tentative release on or before January 31, 2022.	5
1h	Proposed cost.	25
<b>PHASE 1 TOTAL EVALUATION CRITERIA:</b>		<b>100</b>

Selected Proposal will have the highest score averaged from the scores of the reviewers, with 100 points being the maximum possible individual score.

### 3.0 EVALUATION – PHASE 2

The purpose of this second phase is to clarify and resolve any outstanding questions or issues about the proposal; and to evaluate the proposed Equipment. Candidates will provide Equipment for field testing at no cost to the review committee.

<b>Phase 2 – Field Testing Review and Written Proposal Clarification Evaluation Criteria</b>		<b>Points</b>
2a	Ease of use	10
2b	Image quality / resolution	10
2c	Comfort / ergonomics	10
2d	Display screen size	10
2e	Refresh rate	10
2f	Battery life	10
2g	Ease of battery replacement or change out	10
2h	Extra features	5
2i	Station charger/performance	5
2j	Apparatus mounted charging system/performance	5
2k	Overall satisfaction of the user / evaluator	15
<b>PHASE 2 TOTAL EVALUATION CRITERIA:</b>		<b>100</b>

Proposal award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the LHCDF, including: the written proposal criteria, results of the field testing, results of background and reference checks, and proposed cost. After evaluating the proposals and field testing the Equipment, the City reserves the right to further negotiate the proposed workscope and the proposed compensation.

<b>PHASE 1 TOTAL EVALUATION CRITERIA:</b>	<b>100</b>
<b>PHASE 2 TOTAL EVALUATION CRITERIA:</b>	<b>100</b>
<b>PHASE 1 &amp; 2 TOTAL EVALUATION CRITERIA:</b>	<b>200</b>

#### **4.0 AWARD**

Award Recommendations will be posted on the Lake Havasu City Website at <https://www.lhcaz.gov/budget-and-finance/bids-rfps>. A file will be available for all proposers and the public for review, consisting of this RFP, advertising documents, conference attendance sheets, all accepted proposals, committee scoring document, and memorandum to the City Council. City Staff will present the recommendations to the City Council at a regularly held meeting. The City Council will take action to accept or reject the recommended proposal at that time.

#### **5.0 RIGHT TO DISQUALIFY**

The City reserves the right to disqualify any Proposer who fails to provide information or data requested herein or who provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposals submitted or any other data available to the City.

#### **6.0 CITY'S RESERVATION OF RIGHTS**

In connection with the issuance of this RFP, the City reserves and may, in its sole discretion, exercise any one or more of the following rights and options that Proposers hereby agree to by submitting a Proposal to the RFP:

- a. To reject any and all Proposals and to reissue this RFP at any time;
- b. To issue a new RFP with terms and conditions substantially different from those set forth in this or a previous RFP;
- c. To issue a new RFP with terms and conditions that are the same or similar as those set forth in this or a previous RFP in order to obtain additional Proposals or for any other reason the City determines to be in the best interest of the City;
- d. To extend this RFP in order to allow for time to obtain additional Proposals prior to the RFP's Proposal deadline, or for any other reason the City determines to be in the best interest of the City;
- e. To supplement, amend, substitute or otherwise modify or amend this RFP at any time;
- f. To cancel this RFP at any time;
- g. To wave any defect of deficiency in any proposal;
- h. To enter into negotiations with any one or more Proposers regarding the terms of their proposals; and
- i. To enter into simultaneous, competitive negotiations with multiple Proposers.

#### **7.0 PREPARATION COSTS**

Under no circumstances will the City be responsible for any costs incurred by anyone in: 1) responding to this RFP, both Phase I and Phase II; 2) in any subsequent follow up to the proposal; or 3) in any subsequent negotiations of a purchase order contract.

## **8.0 PROPOSER CERTIFICATION**

By submitting a proposal, each Proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the City. Any Proposer unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and 1-502, the City shall require any successful Proposer that submits its proposal as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence prior to the award of any contract resulting from this process.

## **9.0 COVENANT AGAINST CONTINGENT FEES PAID TO PROPOSER**

By submitting a proposal, the Proposer and each member of the development team certifies that they have not employed nor retained any person or company, other than a member of the development team or a bona fide employee working solely for the Proposer or any member of the development team, to solicit or secure the contract described in this RFP, and that no agreement has been made to pay the Proposer or any member of its development team any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such contract. The Proposer certifies submission of the Proposal did not involve collusion or other anti-competitive practices.

## **10.0 NO GRATUITY**

Proposer certifies it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Proposer's employees, representatives, agents, lobbyists, attorneys and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Mayor, City Council, City Manager, Department Heads and other City staff. All contact must be addressed to the City Representative listed on the cover of this RFP. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Purchase Order Agreement.

## **11.0 APPLICABLE LAW**

Any and all disputes arising under this RFP and any resulting contract shall be governed according to the laws of the State of Arizona, and the Proposer shall agree that the venue for any such action brought to enforce provisions of the contract shall be in the State of Arizona.

**12.0 COMPLIANCE WITH LAWS**

Proposers agree to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances.

**13.0 ADDITIONAL TERMS AND CONDITIONS**

By issuing this RFP, the City shall not create any contractual rights or obligations by and between the City and any person or entity responding hereto.

**14.0 FAIR TRADE CERTIFICATIONS**

By submitting a Proposal, the Proposer certifies 1) Independent Prices. The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with anyone. 2) No Disclosure. Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening. 3) Influence on Competition. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

## APPENDIX A

### LHCFD AFG Agreement Article



Appdx A-LHCFD  
AFG Agrmt Article

## **Agreement Articles**

**Program:** Fiscal Year 2020 Assistance to Firefighters Grant

**Recipient:** LAKE HAVASU, CITY OF

**DUNS number:** 037613692

**Award number:** EMW-2020-FG-10824

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**Article 1      Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article 2**      **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3**      **Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article 4**      **Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- Article 9**      **Civil Rights Act of 1968**  
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.); as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- Article 10**     **Copyright**  
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- Article 11**     **Debarment and Suspension**  
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- Article 12**     **Drug-Free Workplace Regulations**  
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
- Article 13**     **Duplication of Benefits**  
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article 14      Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article 15      Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article 16      False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article 17      Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article 18      Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**Article 19      Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

- Article 20**      **Hotel and Motel Fire Safety Act of 1990**  
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
- Article 21**      **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**  
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 22**      **Lobbying Prohibitions**  
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 23**      **National Environmental Policy Act**  
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article 24**      **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**  
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

- Article 25 Non-Supplanting Requirement**  
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 26 Notice of Funding Opportunity Requirements**  
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- Article 27 Patents and Intellectual Property Rights**  
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- Article 28 Procurement of Recovered Materials**  
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article 29 Rehabilitation Act of 1973**  
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.



- Article 30 Reporting of Matters Related to Recipient Integrity and Performance**  
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 31 Reporting Subawards and Executive Compensation**  
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 32 SAFECOM**  
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- Article 33 Terrorist Financing**  
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- Article 34 Trafficking Victims Protection Act of 2000 (TVPA)**  
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- Article 35 Universal Identifier and System of Award Management**  
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

- Article 36 USA PATRIOT Act of 2001**  
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.
- Article 37 Use of DHS Seal, Logo and Flags**  
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article 38 Whistleblower Protection Act**  
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
- Article 39 Acceptance of Post Award Changes**  
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- Article 40 Prior Approval for Modification of Approved Budget**  
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 41****Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

**Article 42****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.