

**SMALL, MINORITY, WOMEN
OWNED BUSINESS OBJECTIVES
FORM**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return this form along with your acknowledgement letter.

1. If you are a SBE, MBE or WBE, please check one of the following

boxes: SBE MBE WBE

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

Initial: _____

CITY OF COLUMBIA'S SPECIAL TERMS AND CONDITIONS (FEMA CONTRACTS/POs)

I. Scope of Services

Upon written notification by the City to proceed, the Contractor shall complete the scope of services more fully described in the Agreement. The Contractor shall perform any and all incidental services not specifically set forth in the Agreement, which are necessary to fully complete the scope of services described in the Agreement.

II. Amendments

The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

III. Additional FEMA Requirements

The Uniform Rules authorize Federal Emergency Management Agency (FEMA) to require additional provisions for non-Federal entity Agreements. FEMA, pursuant to this authority, requires the following:

A. To be eligible for FEMA Assistance under the City's FEMA Grant or cooperative agreement, the cost of the change, modification, contract amendment, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope in accordance with Section II, Amendments, above.

B. The Contractor and their successors, transferees, assignees, and sub-contractors (in accordance with Section XVI, Ownership of Project Documents, herein) acknowledge and agree to comply with applicable provisions governing department and FEMA access to records, accounts, documents, information, facilities, and staff (per Department of Homeland Security Standards Terms and Conditions, v 3.0 ¶ XXVI (2013) and (in accordance with Section XVIII, Access to Records, herein).

IV. Schedule for Completion of Services

Time is of the essence. The Contractor shall complete any and all services performed under the Agreement within the timeframes as outlined in the Agreement.

The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Purchasing Division to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

V. Compensation

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

A. The total compensation to be paid by the City to the Contractor under this Agreement shall be outlined in the Agreement. An itemization of rates and services is further defined in the Agreement.

B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Each invoice must also clearly identify any portion of the fee invoiced for sub-consultants services, specified in the Agreement, and identify if the sub-consultant is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise. Each invoice shall bear the signature of the Contractor, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

The Contractor shall make sub-contracting opportunities available to a broad base of qualified sub-contractors to ensure maximum participation from Disadvantaged Business Enterprises (DBE), to include but not limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.

C. The Contractor shall, in performance of the Agreement, only use those sub-consultants in the Agreement upon which the Contractor's proposal was based. Sub-consultants substitutions shall only be made upon the Owner's approval. The Contractor shall enter into Agreements with those sub-consultants, in the same dollar amount upon which the Contractor's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Contractor.

VI. Copeland "Anti-Kickback" Act and Davis Bacon Act

Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as Supplemented by the Department of Labor regulations (29 C.F.R. Part 3 Engineers and Sub-contractors on public building or public work financed in whole or in part by loans or grants from the United States). The Act provides that each Contractor or sub-recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The City will report all suspected for reported violations to the federal awarding agency.

The Davis-Bacon Act applies to all projects applicable for Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The Contractor must comply with the 29 C.F.R. 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

VII. Equal Employment Opportunity (EEOC)

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, 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, 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, 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, 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 Agreement 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 as 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 (a) 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 sub-contractor 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 the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor 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.

VIII. Severability

If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

IX. Clean Air Act and the Federal Water Pollution Control Act

The Contractor will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Contractor will report each violation to the City, Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office (EPA).

The Contractor agrees to include these requirements in each sub-contract exceeding Twenty Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

X. Indemnification, Hold Harmless and Insurance

A. The Contractor shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net, and Excess General Liability Insurance in an amount not less than Two Million Dollars and No/100 (\$2,000,000.00).

The City has determined that bonding is required for facilities improvement projects per 2 C.F.R. §200.325 and 2 C.F.R. §200.325 (a)-(c). Bonding requirements will include: A Guarantee equivalent to 5% of the fee, a Performance and Payment Bond at 100% of the fee.

B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any sub-contractor of the Contractor commencing any services under the Agreement and this insurance shall remain in effect throughout the term of the Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in the Agreement.

XI. Licenses, Permits and Taxes

A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under the Agreement. The Contractor shall be responsible for any costs relating to same.

B. The Contractor shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under the Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractors Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.

C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The Contractor shall procure a City of Columbia business license while performing services under the Agreement.

XII. Duties upon Termination

At termination of this Agreement, the Contractor shall immediately provide the City with all records and data in any format the Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor in performance of the services required by the Agreement or as the City may deem necessary to perform the required services by the City or the Contractor's successor. All records shall be free from any proprietary claims or interest. The Contractor agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

XIII. Termination of Agreement

The City may terminate the Agreement at any time upon any of the following grounds:

A. Non Appropriation

Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under the Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Agreement shall become the property of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

The Contractor fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Termination for Convenience of the City

The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

D. Force Majeure;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

XIV. Remedies

In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The City reserves all other remedies available for the Contractor's failure to perform pursuant to the Agreement.

XV. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Contractor or any subcontractor retained by the Contractor and related to the services required by the Agreement shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by the Agreement.

XVI. Notice

A. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Purchasing Division, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Contractor shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to them.

XVII. Access to Records

The Contractor shall make available for examination by the City all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement.

In addition, the following access to records requirements apply to the Agreement:

A. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Agreement.

XIII. Assignability/Sub-contracting

The Contractor shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent from the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder.

XIX. Independent Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

XX. Use of Recovered Materials

A. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

1. competitively within a timeframe providing for compliance with the Agreement performance schedule;
2. meeting contract performance requirements; or
3. at a reasonable price.

B. 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>.

XXI. Oversight

The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).

B. The Contractor shall be responsible for performance of all services required by the Agreement. The Contractor does not act as the City's agent or employee.

XXII. Suspension and Debarment

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

The Contractor must comply 2 C.F.R. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

Execution of the Agreement is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C during the duration of the project and throughout the period of any Agreement that may arise from this project.

The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions.

The Contractor shall notify the City in accordance with Section XVII, Notice, if your firm or sub-contractor becomes suspended or debarred during the course of this project. This Agreement may be terminated in accordance with Section XIV, Termination of Agreement.

XXIII. Confidentiality

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under the Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

XXIV. Interest of Contractor

The Contractor covenants for himself and on behalf of his employees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Agreement or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Agreement no person having such interest shall be employed.

The Contractor is expected to make her services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Contractor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of the Agreement.

XXV. Compliance with the Contract/Agreement Work Hours and Safety Standards Act

A. Overtime requirements. No contractor or sub-contractor 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.

B. 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 sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor 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.

C. Withholding for unpaid wages and liquidated damages. The City 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 sub-contractor 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or sub-contractor 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 sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

XXVI. Miscellaneous

A. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

B. The Contractor shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder.

D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of the Agreement, if any, shall not be construed against the City.

E. The Agreement shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Agreement. The Contractor agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

F. The Agreement represents the entire Agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Contractor may amend the Agreement.

G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of the Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

H. In the event any provision of the Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. The Agreement is subject to City Council approval.

J. The Contractor is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

(1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

K. The Contractor will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

L. In the event any provision of the Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

M. The Agreement shall be binding upon the respondent and upon its successors and assignees.

N. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

O. The Contractor acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement.