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Request for Proposals

**Comprehensive Disaster Recovery, Financial and Grant Management Support, and Pre-Disaster Cost Recovery Planning Services for the Benefit and Use by: Foothills Regional Commission, Cleveland, McDowell, Polk, and Rutherford Counties, Inclusive of all Towns, Cities, Municipal Governments, and Other Private Non-Profit Entities**

Date Issued: October 30, 2024

PROPOSALS DUE BY: November 15, 2024, 5:00pm EDT

RFP# -TSH-4827-DR

# Request for Proposal Notice

Pursuant to the Foothills Regional Commission (FRC), serving as the Council of Governments for Cleveland, McDowell, Polk, and Rutherford Counties, inclusive of all towns, cities, municipal governments and other private non-profit entities located within the four (4) counties, proposals will be received by FRC for the following consulting services including, but not limited to:

1. FEMA Public Assistance Advisory Services
2. FEMA Individual Assistance Advisory Services
3. FEMA 404 and 406 Hazard Mitigation Expertise
4. HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support
5. FHWA / FTA Support
6. Financial / Grants Management Support and Information Technology
7. Resilient Community Planning Program Support
8. Long-Term Recovery Operations Implementation

The supplier may select specific components to quote or may submit a quote for all services listed above. Any other services you might provide can be submitted, but please keep them separate from the requested services above.

Notice is hereby given that FRC will accept proposals until November 15, 2024, 5:00 pm EDT.

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference.

# Scope of Services

The selected contractor will assist FRC and its member local governments in strategically managing the region's project development and administration of various Federal and State Disaster Programs related to Presidentially declared emergencies or disasters that occur during the term of this contract. Please see Attachment A to this RFP for a detailed description of the county and municipal governments that have agreed to jointly issue this RFP for the desired services.

Federal Programs may include, but are not limited to: Federal Emergency Management Agency (FEMA) Public Assistance (PA); FEMA 404 Hazard Mitigation Grant Program (HMGP); FEMA Individual Assistance (IA); United States (US) Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Mitigation (MIT), Coronavirus (CV), Emergency Solutions Grant (ESG); Federal Highway Emergency Relief Program (FHWA-ER); Federal Transit Administration Emergency Relief Program (FTA-ER); and FEMA Community Disaster Loan (CDL). The awarded firm will provide project development and grants management services for any existing, open disaster recovery effort including Tropical

System Helene as well as any future disaster events. Examples of disaster recovery services that may be required, include:

#### FEMA Public Assistance Advisory Services

* 1. Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), the Sandy Recovery Improvement Act of 2013 (SRIA), and the Disaster Recovery Reform Act of 2018 (DRRA).
  2. Evaluate and assist in the formulation, execution, and closeout of FEMA PA Emergency and Permanent Work Project Worksheets (PWs). This will involve expertise in cost estimating, developing detailed damage descriptions and dimensions (DDDs), technical assistance, and project scopes of work (SOW), and cost estimates (CEs).
  3. Meet as necessary with the Local/FRC157/State/Federal representatives in connection with the programmatic, financial, contracting, and

eligibility and process issues, at the request of the client.

* 1. Evaluate and recommend potential alternate and/or improved projects.
  2. Evaluate the appropriateness of the use of FEMA programs, including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
  3. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close- out projects.
  4. Prepare first and second appeals, and arbitration, and prepare projects for audit and respond to audit findings as requested.

#### FEMA Individual Assistance Advisory Services

* 1. Provide expert knowledge and technical competence in FEMA IA Programs, including Mass Care and Emergency Assistance (MC/EA), Individuals and Households Program (IHP), Disaster Case Management (DCM), Crisis Counseling and Training Program (CCP), Disaster Unemployment Assistance (DUA), and Disaster Legal Services (DLS).

## 2

* 1. Support community relations functions and outreach, and support efforts to provide disaster survivors with guidance on eligibility and the application process for federal, state, and local assistance programs.
  2. Work as an advocate of disaster survivors and bring to the attention of FEMA any misunderstandings or problems an applicant may have involved any aspect of eligibility, funding, or the programs in general.
  3. Provide technical assistance related to all aspects of federally funded shelter and housing or home repair programs, including IHP Programs (Transitional Sheltering Assistance, Rental Assistance, Direct Temporary Housing Assistance, and Permanent Housing Construction), Sheltering and Temporary Power (STEP), and HUD Disaster Housing Assistance Programs
  4. Represent Applicant in discussions with FEMA, State, and other entities related to activation and implementation of housing and individual assistance programs, time extensions, appeals, and eligibility determinations, and other related matters.
  5. Develop or support the development of strategies, plans, policies, and procedures related to disaster housing and human services.

#### FEMA 404 and 406 Hazard Mitigation Expertise

* 1. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events (both Sections 404 and 406).
  2. Develop hazard mitigation proposals (HMPs), and if needed benefit-cost analysis (BCA), to protect damaged elements and facilities from future damage.
  3. Prepare hazard mitigation proposals, grant applications, BCA, and other services related to the HMGP, Pre-Disaster Mitigation, and other mitigation programs.

#### HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support Services

* 1. Provide staff augmentation, subject matter expertise, and other support services related to HUD Coronavirus relief programs to include those funded through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Consolidated Appropriations Act, 2021, American Rescue Plan Act (ARPA), and any future legislation (e.g., American Jobs Plan, American Families Plan, and other COVID- 19 related funding programs).
  2. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24

## 3

CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.

* 1. Conduct unmet needs assessments that identify the type and location of the community’s disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy.
  2. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery and develop and submit Action Plans.
  3. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting Federal requirements such as documentation, procurement, Federal labor standards, fair housing, accessibility, uniform administration, closeout, and monitoring and compliance.

#### FHWA / FTA Support

* 1. Advise and provide technical support for FHWA DR and/or FTA DR funding.

#### Financial / Grants Management Support and Information Technology

* 1. Advise on Federal regulation and policy on tracking costs, including direct administrative costs (DAC) and facilitate reimbursement for all eligible costs incurred by FRC and its member local governments. This includes policy developed by FEMA specific disaster recovery grants and any other guidance issued by Federal agencies.
  2. Categorize, record, track, and file costs in support of the financial reimbursement process. Develop IT solutions that support such grants management.
  3. Perform internal controls assessment and support compliance monitoring activities.
  4. Provide expertise using systems to report information to assist in the management of the disaster recovery programs.

#### Resilient Community Planning Program Support

* 1. Develop a resilience strategy and program, including goals and strategies.
  2. Conduct preparedness-related services (including training, design and execution) and associated pre-disaster recovery planning (e.g., disaster cost recovery, debris management, hazard mitigation).
  3. Conduct preparedness-related services that support (directly or indirectly) a jurisdiction’s resilience program.

## 4

#### Long-Term Recovery Operations Implementation Support

* 1. Manage the operations of the recovery structure to engage with the impacted communities, State and Federal agencies, and non-governmental organizations to identify community recovery needs and develop and implement strategy to support the local recovery efforts.
     1. Support the disaster recovery coordinator and other mission support personnel to implement recovery priorities.
     2. Coordinate with agencies and partners, as necessary, necessary to participate within the Recovery Support Function (RSF) structure.
     3. Coordinate with emergency management and other agencies to determine resources to fill staffing needs.
  2. Engage with the impacted communities to provide technical assistance and guidance in developing a local recovery management structure, as necessary.
  3. Engage with the impacted communities, and provide technical assistance as appropriate, to determine recovery needs and goals.
  4. Identify State and Federal resources available to support local recovery goals.
  5. Develop strategies for each RSF to provide technical assistance and programmatic support to meet the local recovery needs.
  6. Manage cost recovery and recovery financing efforts to secure funding for identified recovery strategies.
  7. Manage the implementation of the strategies, including providing technical assistance to communities as needed throughout the recovery process to identify and address continuing needs. Evaluate strategies to determine effectiveness in meeting recovery needs and adapt as needed.
  8. Evaluate the need for RSFs and a recovery structure throughout the long-term recovery process and adapt the structure as needed through time to manage operations effectively and efficiently.
  9. Provide a plan to transition recovery efforts to steady state operations and demobilize the recovery structure. This may include providing guidance on the transition to a steady state.

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# Requirements

Each Proposer must be in compliance with all local, State, and Federal Requirements and be prepared to implement programs that comply with these requirements.

The contractor will be required to track their hours and costs to facilitate reimbursement by Federal agencies, including FEMA, when applicable. Timesheets will include specific descriptions of tasks performed and results achieved.

# Evaluation Criteria

#### Qualifications of the Firm

Provide a description and history of the firm focusing on previous disaster recovery experience. Include past experience with the FEMA PA Program, and applicability of the Stafford Act, as amended, relevant Federal Regulations (including 44 CFR 206, the standards at 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which applies to disasters declared on or after December 26, 2014 and 44 CFR 13.36 – Procurement which applies to disaster declared before December 26, 2014), and FEMA policies (the 9500 Policy Series for disasters declared prior to January 1, 2016 and the Public Assistance Program and Policy Guide for disasters declared on or after January 1, 2016) as a prime contractor.

Provide additional information to support the evaluation of firm qualifications. The qualifications of the prime contracting firm must include, at minimum, the following:

* 1. Ten years of experience working with the FEMA PA Program at the Federal, State, or local level, including PW development, PW audit, documentation review, eligible cost reconciliation, audit checklists, the development of successful appeal/appeal responses, and closeout.
  2. Experience with interpreting and administering grant SRIA and DRRA rules and programs.
  3. Experience with all categories of work in the FEMA PA Program for man-made and natural disasters, with expertise in the tracking of force account labor, equipment reimbursement, supplies, donated services, mutual aid, and contracted services.
  4. Experience in the application of the PA Program to the costs incurred in response to COVID-19.
  5. Experience developing, reconciling, or reviewing Federal grants for multiple clients of comparable size and complexity.
  6. Demonstrated experience developing and implementing innovative solutions to

difficult recovery issues, including innovative uses of traditional recovery funding streams (e.g., FEMA PA and HUD CDBG-DR).

* 1. Prior experience in Program Conformance with pre- and post- construction projects, including, but not limited to producing detailed estimates, performing quantity surveys, participating in design development meetings, and reviewing progress design documents for conformance to budgeted scope of work.
  2. Demonstrated experience in financial and grants management for the Section 428 Public Assistance Alternative Procedures Program for Permanent Work and Debris Removal.
  3. Demonstrated experience in managing projects with at least three funding streams, including, but not limited to: Insurance; 404 and 406 Hazard Mitigation; FHWA; HUD; and FEMA.
  4. Experience developing Letters of Interest (LOIs) for the FEMA 404 and 406 Hazard Mitigation Program.
  5. Prior experience performing A-123 Internal Controls Review and Improper Payment Act reviews of US Department of Homeland Security (DHS) programs.
  6. Experience managing the financial functions of the large-scale disaster reconstruction program.
  7. Experience implementing a comprehensive financial and grant management system for the FEMA PA Program.
  8. Experience administering the FEMA CDL Program.
  9. Experience with programmatic disaster closeouts.
  10. Proven track record proactively and successfully solving disagreements during project formulation rather than through appeals and arbitration.
  11. Experience supporting the design and implementation of programs funded through grants under the CARES Act, Consolidated Appropriations Act, 2021, ARPA, or other COVID-19 relief programs.
  12. Experience providing technical assistance related to disaster housing and sheltering programs and operations for Federal, State, and local clients.
  13. Experience working with HUD CDBG-DR grant programs at the Federal, State, or large local government level, including program design and monitoring.
  14. Knowledge and understanding of HUD’s Disaster Recovery Grant Reporting (DRGR)

data management system including Action Plan set-up and Quarterly Reporting.

* 1. Knowledge of HUD’s requirements for housing programs including rehabilitation, reconstruction, acquisition, buyout, relocation, and rental assistance.
  2. Knowledge of HUD’s requirements for infrastructure and public facilities including FEMA PA match programs; economic development activities; and HUD requirements for calculating duplication of benefits in compliance with the Stafford Act.
  3. Demonstrated experience in providing staff in and EOC or JFO for a large-scale disaster recovery operation.
  4. Past performance supporting after-action reports and incorporating best practices and lessons learned into plans, policies, and procedures.
  5. Past experience developing pre- and post-disaster plans to support response and recovery, including Recovery Redevelopment Plans, Long-Term Recovery Plans, and Disaster Cost Recovery Plans (among others).

#### Qualifications of Personnel

Provide an organizational chart, resumes, and summary of personnel qualifications. Key personnel should include, but are not limited to:

* Project Executive (15+ years of experience with at least five years in a leadership role),
* Senior Subject Matter Expert (12+ years of experience)
* Subject Matter Expert (10+ years of experience)
* Senior Project Manager (8+ years of management experience, plus college degree),
* Project Manager (6+ years of management experience, plus college degree),
* Project Accountant (5+ years of experience, plus relevant college degree),
* Preparedness / Response / Recovery Consultant IV (10+ years of experience)
* Preparedness / Response / Recovery Consultant III (5+ years of experience)
* Preparedness / Response / Recovery Consultant II (2+ years of experience)
* Preparedness / Response / Recovery Consultant I (relevant college degree)
* Administrator (1+ year experience)

Proposer may include other labor categories and include a description describing the minimal level of qualifications. For all positions, education and work experience may be substituted on a one-for-one basis.

#### Past Performance References

Provide a minimum of three references for which the firm has performed services in the past that are similar to the requirements in the Scope of Services. Provide a description of the project, the reference contact name, title, e-mail address, telephone numbers, and date of the contract/period of performance.

#### Technical Approach

Provide a description of your firm’s approach to the project. Include information regarding start-up procedures, project management, and quality control procedures. Provide your approach to each of the scope of work areas identified in the Scope of Services.

#### Cost Proposal

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor other direct costs, including travel and lodging, will be billed to FRC at cost without mark-up.

**NOTE**: Pricing is not confidential or proprietary

# Cost Proposal

**Instructions:** The hourly labor rates shall include all applicable overhead and profit. All non- labor other direct costs, including travel and lodging, will be billed to FRC at cost without mark-up.

|  |  |
| --- | --- |
| **Position** | **Hourly Rate** |
| Project Executive | $ |
| Senior Subject Matter Expert | $ |
| Subject Matter Expert | $ |
| Senior Project Manager | $ |
| Project Manager | $ |
| Preparedness / Response / Recovery Consultant IV | $ |
| Preparedness / Response / Recovery Consultant III | $ |
| Preparedness / Response / Recovery Consultant II | $ |
| Preparedness / Response / Recovery Consultant I | $ |
| Administrator | $ |

The proposer may include other positions that may be required to support FRC. Provide hourly rates and a Position Classification for each additional position proposed.

|  |  |
| --- | --- |
| **Position** | **Hourly Rate** |
|  | $ |
|  | $ |
|  | $ |
|  | $ |

|  |  |
| --- | --- |
| Name of Firm: |  |
| Authorized Signature: |  |
| Printed Name: |  |
| Title: |  |
| Email: |  |
| Date: |  |

**6. Evaluation Metrics:**

|  |  |
| --- | --- |
| **Criteria** | **Points** |
| Qualifications of the Firm | 25 |
| Qualifications of Personnel | 25 |
| Past Performance References | 20 |
| Technical Approach | 20 |
| Cost Proposal | 10 |
| **Total Possible Points** | **100** |

**RFP Schedule and Proposal Submission:**

|  |  |
| --- | --- |
| **RFP Issued:** | October 30, 2024 |
| **Questions Deadline:** | November 6, 2024, 5:00pm EDT |
| **Addendum:** | November 8, 2024, 1:00pm EDT |
| **Deadline for Proposal Submittals:** | November 15, 2024, 5:00pm EDT |

**Evaluation and Selection Process:**

Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest-rated proposal may be invited for interviews.

Interviews, if held, will be scored, and ranked separately from the written proposals. However, FRC may use criteria similar to the above Evaluation Criteria to score and rank Proposers’ responses to interview questions or instructions, in addition to other relevant information provided or requested.

After interviews, a Best and Final Offer (BAFO) may be requested. FRC reserves the right to make an award without further discussion of the proposal submitted with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms and pricing that the firm or individual might propose.

FRC reserves the right to award a contract to the firm whose proposal best meets the desired results.

FRC reserves the right to request additional information or clarification from proposers during the evaluation process.

FRC reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

FRC will notify all proposers whether or not they are selected for the subject work. Email is FRC's preferred method of communication for all stages of the RFP process.

# Proposal Submittal Instructions:

All Proposals must be made and submitted in a non-editable electronic document (PDF) format. Links are not allowed. Proposals must be delivered via email. Foothills Regional Commission takes no responsibility for emails that are undeliverable or delayed. It is the responsibility of the submitter to obtain email confirmation. All proposals MUST be clearly identified in the email subject line as RFP Disaster Recovery Services and MUST be delivered by November 15, 2024, 5:00pm EDT.

#### Electronic Submission via Email:

Project Manager: Penny Martinez

Subject: RFP Disaster Recovery Services

Email Address: [pmartinez@foothillsregion.org](mailto:pmartinez@foothillsregion.org)

Late proposals will not be considered. All proposals must be signed by an authorized representative of your organization. Faxed proposals will NOT be considered.

#### Questions and Addenda

Inquiries and/or clarifications must be submitted via email to the project manager by October 31, 2024, at 5:00pm EDT. Any revisions to this RFP shall be made by written addendum only.

An Addendum will be issued answering all questions and/or addressing any approved modifications to the RFP. No oral statements by any person shall modify or otherwise affect this RFP. Proposers shall acknowledge receipt of any addendum by returning a signed copy with their proposal.

# Request for Proposal (RFP) Terms and Conditions

#### Standard Contract:

Upon completion of the evaluation and recommendation for the award, the selected vendor will be required to execute a general services contract with FRC and other participating entities covered under this Joint Procurement.

#### Contract Term:

The initial term of the contract will be for a three-year time period with (2) one-year optional renewals as agreed upon by FRC and a successful vendor. An annual economic price adjustment will be considered each year.

#### Independent Contractor:

At all times, the Contractor shall represent himself/herself to be an independent contractor offering services to FRC and shall not represent himself/herself, or his/her employees, to be an employee of FRC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers’ compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold FRC and its officers, agents, and employees harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

**Publicity Clause**: Respondent must obtain prior written approval from FRC for use of information relating to FRC or this Agreement in advertisements, brochures, promotional materials, or media, press releases, or other informational avenues.

**Non-Appropriation**: If FRC does not receive funding for this Contract from the Policy Board for any fiscal year applicable to this Contract, then FRC shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days’ written notice documenting the lack of funding.

#### Conflict of Interest:

The Contractor shall warrant that no official or employee of FRC who has a conflict of interest has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to FRC.

#### Non-Collusion:

Proposers submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, firm, or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals that are submitted by Proposers who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated subcontractors.

#### E-Verify Employer Compliance:

Per NC HB 786 Session Law 2013-418, Employers and their subcontractors with 25 or more employees as defined must comply with E-Verify requirements to contract [with governmental](https://www.e-verify.gov/) units. E-Verify is a Federal program and can be accessed via this link: [https://www.e](http://www.e-verify.gov/)- v[erify.gov/.](http://www.e-verify.gov/)

#### Iran Divestment And Israel Boycott:

FRC staff is responsible for verifying that the contractor is not listed on the Iran Divestment List, or the Companies Boycotting Israel Final Divestment List published by the NC State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. FRC shall not contract with any company, or their affiliates listed on these divestment lists.

#### Drug Free Workplace:

FRC is a drug-free workplace employer. FRC requires contractors/vendors entering into a contract with FRC to provide a drug-free workplace in the performance of said contract. The contractor, upon execution of the contract, certifies that it will provide a drug- free workplace during the performance of the work on this contract. The contractor agrees to notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken for violations of such prohibitions. Responsive actions should be appropriate and sufficient to address and remediate any violations of this requirement.

#### Expenses Incurred In Preparing Proposal:

Foothills Regional Commission accepts no responsibility for any expense incurred by the proposer in the preparation of a proposal. Such expenses shall be borne exclusively by the proposer.

#### Addenda:

Any and all revisions to this document shall be made only by written addendum from FRC. Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for proposals. The proposer is cautioned that the requirements of this RFP can be altered only by written addendum and that verbal communications from any source are of no effect.

#### Termination:

Either party may terminate this contract with thirty (30) days prior written notice. Notice shall be served under this contract by email and acknowledged by both parties.

#### Insurance Requirements:

The successful proposer (Contractor) agrees to keep and maintain for the duration of this Agreement including, but not limited to commercial general liability, auto liability, professional liability, workers’ compensation, employer’s liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish FRC with certificates of insurance for each type of insurance described herein, with FRC listed as Certificate Holder and as an additional insured on the Contractor’s general liability policy and provide a waiver of subrogation on the Contractor’s general liability and workers’ compensation policy. In the event of bodily injury, property damage, or financial loss caused by the Contractor’s negligent acts or omissions in connection with Contractor’s services performed under this Agreement, the Contractor’s Liability insurance shall be primary with respect to any other insurance which may be available to FRC, regardless of how the “Other Insurance” provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor and their insurance carrier shall give FRC at least thirty (30) days prior written notice. No work shall be performed until the Contractor has furnished to FRC the above referenced certificates of insurance and associated endorsements, in a form suitable to FRC.

Commercial General Liability: $1,000,000 per occurrence Commercial Auto Liability: $1,000,000 combined single limit Professional Liability: $4,000,000 per claim-made

Workers' Compensation: Statutory

Employer's Liability: $500,000

Certificate of Insurance lists Foothills Regional Commission, 111 West Court St, Rutherfordton, NC 28139, as Certificate Holder.

#### Governing Law And Jurisdiction:

The parties acknowledge that this Agreement is made and entered into in Rutherfordton, North Carolina, and will be performed in Rutherford County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties, and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Disputes arising under this Agreement shall be resolved in an appropriate court in North Carolina.

#### Indemnification:

The successful proposer shall indemnify, defend, and hold harmless FRC, its member local governments and their officers, employees, and agents from and against all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, and other liabilities (including settlement amounts) that arise directly or indirectly from:

* Any infringement of any copyright, trademark, or patent, any misappropriation of any trade secrets, or infringement or misappropriation of any other proprietary rights, in connection with any software, documentation, services, or other products supplied directly or indirectly by successful proposer in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as “Infringement Claims”);
* Any acts of negligence or willful misconduct by the successful proposer or any of its agents, employees, or subcontractors (or any allegations of any of the foregoing),

including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage or destruction to any property, real or personal;

* Any acts or omissions of the successful proposer with respect to the services provided by the successful proposer under this Agreement (or any allegations of any of the foregoing);
* Any claims by any persons or entities supplying labor or material to the successful proposer in connection with the performance of the Company’s obligations under this Agreement.

If an Infringement Claim occurs, the successful proposer shall either: (i) procure for FRC the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that any such replacement or modification will not affect the performance of any network or component thereof or affect the performance of any type of FRC system, product, item, or device or of any service that FRC provides.

#### Proprietary/Confidential Information-Trade Secrets:

**Trade Secrets and Personal Identification Information Definition:**

Upon receipt by FRC, all materials submitted (including the Proposal) are considered public records with certain, limited exceptions, including (1) material that qualifies as “trade secret” information under N.C. Gen. Stat. § 66-152 et seq. (“Trade Secret” or “Trade Secrets”) or (2) “personally identifiable information” protected by state or federal law, to include, but not be limited to Social Security numbers, bank account numbers, and driver’s license numbers (“Personally Identifiable Information” or “PII”).

#### Instructions for Marking and Identifying Trade Secrets:

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section by: (1) clearly separating them on different pages from the rest of the Proposal and (2) including a clear designation or indication, on each page where Trade Secrets or PII appear, that these materials are “confidential” or a “trade secret,” as appropriate. The proposal can create this clear designation or indication by placing a caption/header/footer of “confidential” or “trade secret” on the pages where Trade Secrets or PII appear.

#### Availability of Proposals to the Western Piedmont Council of Governments staff and Contractors:

By submitting a Proposal, each Company agrees that FRC may reveal any Trade Secret materials contained therein to all FRC staff and FRC officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by FRC to assist in evaluation process.

#### Availability of Proposals via Public Records Requests:

Any person or entity (including competitors) may request to review Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or that FRC is prohibited by law from disclosing are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq. When determining whether to mark materials as Trade Secret, please note the following:

* Entire Proposals may not be marked as Trade Secret
* Pricing may not be marked as Trade Secret

FRC may disqualify any proposer that designates its entire Proposal as a Trade Secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

Each Company agrees to indemnify, defend, and hold harmless FRC, its member local governments and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

#### Federal Applicability:

Foothills Regional Commission anticipates that this Contract will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

To the extent applicable, the Federal requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any FRC requests, which would cause FRC to be in violation of the Federal awarding agency’s terms and conditions.

This Contract will be financed, in whole or in part, by funding provided by programs of the Federal Emergency Management Agency (FEMA). Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to so comply shall constitute a material breach of this Contract.

### REMEDIES:

**PERFORMANCE AND DEFAULT:**

If, through any cause, contractor shall fail to fulfill in timely and proper manner the obligations under The Contract, FRC shall have the right to terminate The Contract by giving written notice to the contractor and specifying the effective date thereof. In that event any or all finished or unfinished deliverable items under The Contract prepared by the contractor shall, at the option of FRC, become its property, and the contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, contractors shall not be relieved of liability to

FRC for damages sustained by FRC by virtue of any breach of The Contract, and FRC may withhold any payment due the contractor for the purpose of set off until such time as the exact amount of damages due FRC from such breach can be determined. FRC reserves the right to require at any time a performance bond or

other acceptable alternative performance guarantees from the contractor without expense to FRC.

In the event of default by the contractor, FRC may procure the goods and services necessary to complete performance hereunder from other sources and hold the contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under The Contract, or upon the contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the contractor, FRC may immediately cease doing business with the contractor, immediately terminate The Contract for cause, and may take action to debar the contractor from doing future business with FRC.

### TERMINATION FOR CONVENIENCE:

If this contract contemplates deliveries or performance over a period of time, FRC may, for any reason within its sole discretion, terminate this contract at any time by providing 30 days’ notice in writing from FRC to the contractor. In that event, any, or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of FRC, become its property. If the contract is terminated by FRC as provided in this section, FRC shall pay for those items for which such option is exercised, less any payment or compensation previously made.

### CONTRACT CHANGES:

Contract changes must be in writing and agreed on by FRC and the vendor and will be implemented by contract amendments. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Contract amendments will be coordinated with the Project Manager and approved by FRC before any changes occur.

### NONDISCRIMINATION

#### Equal Employment Opportunity:

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

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### Age:

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 USC 623 through 634 and the implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal awarding agency may issue.

#### Sex:

The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 et seq., and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Educations Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25, that prohibit discrimination on the basis

of sex.

#### Disabilities:

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities.

#### Access to Services for Persons with Limited English Proficiency:

The Contractor agrees to comply with Executive Order No. 13166; Improving Access to Services for Persons with Limited English Proficiency; 42 USC 2000d-1, and U.S. DOT Notice; DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons; 70 Fed. Reg. 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

#### Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections:

To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 USC 290dd through 290dd-2, and any amendments thereto.

#### Other Nondiscrimination Laws:

The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

#### Inclusion in Subcontracts:

The Contractor also agrees to include the requirements of this Section in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

### COMPLIANCE WITH THE DAVIS-BACON ACT- CONSTRUCTION

Where applicable to a federal grant program, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

### COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT

Where applicable to a federal grant program, the following provisions will apply to an contract issued through this Joint Procurement.

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause

above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

1. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### DEBARMENT AND SUSPENSION:

1. This contract is a covered transaction for the purposes of 2 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 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).
2. The 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
3. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the 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 (insert name of recipient/subrecipient/applicant), the Fede
4. 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.

This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

### ACCESS TO RECORDS AND RECORD RETENTION:

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier. Under 49 USC 5325(g) and 2 CFR 200.336, FEMA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FEMA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub- agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records.
   1. The Contractor agrees to provide sufficient access to FEMA and its contractors to inspect

and audit records and information related to the performance of this contract as reasonably may be required.

* 1. The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 USC 5325(g) and 2 CFR 200.336.
  2. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FEMA Administrator or authorized representatives including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.
  3. 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.

1. Access to the Sites of Performance. The Contractor agrees to permit FEMA and its contractor’s access to the sites of performance under this contract as reasonably may be required.

### DHS SEAL, LOGO, AND FLAGS:

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### NO OBLIGATION BY FEDERAL GOVERNMENT:

The Federal Government is not a party to this contract 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 the contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

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.

### DOMESTIC PREFERENCE CLAUSE:

The following provisions will apply to an contract issued through this Joint Procurement.

(i) As appropriate and to the extent consistent with law, the [non‐Federal entity] and [vendor] should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” – For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings,

occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non‐ferrous materials such as aluminum; plastics and polymer‐based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### CONFLICT OF INTEREST:

No employee, officer, board member, or agent of FRC or the Contractor shall participate in the selection, award, or administration of a contract supported by FEMA funds if a conflict of interest, real or apparent, is involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

### DISADVANTAGED BUSINESS ENTERPRISES (DBE):

FRC promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services.

Disadvantaged Business Enterprises, as defined in 2 CFR § 200.321 to include small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor agrees to solicit DBE enterprises whenever they are potential sources. When economically feasible, the Contractor agrees to divide total requirements into smaller tasks or quantities to permit maximum participation by these DBE enterprises. Where the requirement permits, the Contractor agrees to establish delivery schedules which encourage participation by DBE. As appropriate, the Contractor agrees to use the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to comply with these provisions.

This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

### PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES:

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.
2. Prohibitions.
   1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology of any system;

* + 1. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    2. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    3. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

1. Exceptions.
   1. This clause does not prohibit contractors from providing—
2. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
3. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise manages.
   1. By necessary implication and regulation, the prohibitions also do not apply to:
4. Covered telecommunications equipment or services that:
   1. Are not used as a substantial or essential component of any system; and
   2. Are not used as critical technology of any system.
5. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
6. Reporting requirement.
   1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
   2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
      1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number,

manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

* + 1. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

1. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

### BUY AMERICA:

If this project is subject to the Build America, Buy America Act (BABAA), the Contractor and its subcontractors shall certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement.

#### HUAWEI/ZTB Ban:

CF 200.216 Prohibition of certain telecommunications and video surveillance services or equipment. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115–232, section.