Authorization

This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

This agreement, consisting of the proposal ("Proposal"), Attachments A, B, C and D attached hereto, and any referenced attachments, documents, or exhibits (together constitute the "Agreement"), is made and entered into as of May 1, 2025 (the "Effective Date"), by and is between ICF Incorporated, L.L.C. (hereinafter referred to as "Consultant" or "ICF"), with its headquarters located at 1902 Reston Metro Plaza, Reston, VA 20190 and the Arkansas Development Finance Authority (the "Client" or "ADFA"), located at 1 Commerce Way, Suite 602, Little Rock, AR 72202. This Agreement constitutes the entire agreement between the parties and shall not be superseded by a purchase order or other terms and conditions provided by Client without written approval by ICF.

Project:	**General Grant Coordination and Project Management Community Development Block Grant – Disaster Recovery (CDBG-DR)**
Total Authorized Funding:	**$33,000**

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

Accepted for: **Arkansas Development Finance Authority**	Accepted for: **ICF Incorporated, L.L.C.**
Signed:	Signed:
Name (printed): MARK CONINE	Name (printed): Olu Banjoko
Title: PRESIDENT	Title: Senior Contracts Administrator
Date: 5-8-25	Date: 5-9-2025

ICF

ATTACHMENT A: ICF INCORPORATED, L.L.C. PRICING & PAYMENT TERMS

1. **Acceptance.** Return of a signed Agreement to ICF constitutes Client acceptance of our Proposal, including these terms and conditions and all attachments expressly incorporated in the Proposal by reference. If Client directs ICF to render the Services before a signed Agreement is delivered to ICF, and ICF renders the Services in accordance with the Proposal, Client agrees that the terms of this Agreement constitutes an Agreement of the parties, even if Client fails to deliver a signed Agreement to ICF.
2. **Labor Rates.** Services provided on a time and materials basis by ICF personnel will be billed at the hourly rates and labor categories included in Attachment D. Hourly rates are inclusive of salary, overhead, and fee.
3. **Fixed Fees.** In the event the engagement described herein is a fixed price engagement, ICF shall invoice the Client in accordance with Attachment D.
4. **Other Costs.** Other direct costs, including transportation, lodging, subcontractors, software licensing and all other direct expenses will be invoiced at actual cost.
5. **Rate Revisions.** Effective as of approximately January 1st of each calendar year during the term of this Agreement, ICF may escalate its calendar year labor rates included in Attachment D.
6. **Invoicing & Payment.** For time and materials engagements, invoices will be submitted on approximately a monthly basis. For firm fixed price Services, invoices will be submitted in accordance with Attachment D. Full payment shall be made electronically within 30 calendar days of the invoice date. Credit card payments are not accepted. Unless otherwise set forth in the Agreement, all payments shall be in United States dollars ($US). The fees for Services do not include local, state, or federal sales, use, excise, personal property, or other similar taxes or duties, and any such taxes or duties shall be assumed and paid by the Client.
   a. ICF shall send invoices to:

      Kay.Mallett@Arkansas.Gov

   b. Client shall make payments to the following:

      For payments via Domestic EFT (bank wires):

Beneficiary:	ICF Consulting Group, Inc. c/o ICF Incorporated, L.L.C.
Account Number:	80-2637-4453
Bank Name:	PNC Bank
Bank Address:	800 17th Street NW Washington, DC 20006
ABA Number:	031207607

      For payments via ACH:
      Account Number: 80-2637-4453
      ABA Number: 031207607

7. **Late Payment Charges.** Timely payment of invoices is of the essence and failure to make timely payments may be deemed a material breach. The unpaid balance of any invoice for which payment has not been received in full within 30 calendar days of the invoice date, will incur a finance charge at the rate of 2% per month (or fraction thereof) or the maximum rate permitted by law, whichever is less.
8. **Other Payment Terms.** Should Client wish to dispute an invoice, it must do so in writing within seven (7) days of receipt. Otherwise, invoices shall be deemed accurate and payable according to the terms thereof. Client shall not offset payments of our invoices by any other amounts due or claimed to be due for any reason. All payments should specify the invoice number(s) being paid. If ICF receives payment that does not specify the invoice(s) being paid, Client agrees that ICF may apply payments in ICF's sole discretion.
9. **Agreement Points of Contact and Other Information.**

Arkansas Development Finance Authority				
Technical POC			**Contractual POC**	
Name:	Lori Brockway		**Name:**	Kay Mallett
Title:	Federal Housing Programs Manager		**Title:**	Purchasing Manager
Phone:	501-682-3339		**Phone:**	501-682-5900
Email:	Lori.brockway@arkansas.gov		**Email:**	Kay.Mallett@arkansas.gov
ICF				
Technical POC/PM			**Contractual POC**	
Name:	**Leslie Leager**		**Name:**	**Olu Banjoko**
Title:	Director, Disaster Management		**Title:**	Senior Contracts Administrator
Phone:	703.225.2428		**Phone:**	737.320.6185
Email:	Leslie.Leager@icf.com		**Email:**	olu.banjoko@icf.com

Project Name:	Action Plan Development and Approval Community Development Block Grant – Disaster Recovery (CDBG-DR)
Total Contract Ceiling Amount:	$33,000
Total Services/Labor Amount:	$33,000 (of the $33,000 Total Contract Ceiling Amount)
Total Expenses:	N/A
Period of Performance:	5/1/2025 – 5/1/2026
Contract Type:	Hybrid - T&M and FFP

ATTACHMENT B: ADDITIONAL TERMS AND CONDITIONS

1. **SCOPE OF WORK.** Consultant shall provide the scope of services ("Services") which includes all the reports and other deliverables ("Deliverables") as set forth in Attachment D.
2. **STANDARD OF CARE.** Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. **THE TERMS SET FORTH IN THIS SECTION 2 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Specifically, Consultant makes no warranty or guarantee regarding the accuracy of any forecasts, estimates, or analyses. Unless specifically set forth in this Agreement, in no event does Consultant have any obligation for:
    a. The correctness and completeness of any document which is prepared by another entity, including deeds, plats, maps, and other information filed with or published by any governmental or quasi-governmental entity (unless we are engaged as an additional service to independently verify such). Consultant is not responsible for any errors or omissions or additional costs for reliance on such information,
    b. Favorable or timely comment or action by any governmental entity on the review of deliverables or other requests or documents of any nature, whatsoever.
    c. Site safety or construction quality, means and methods or sequences.
    d. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
    e. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules.

    Our Services shall not be construed as providing legal, accounting or insurance services.

3. **CLIENT'S RESPONSIBILITIES**. Client shall provide timely access to their site and any Client data, information, materials, systems, and personnel as reasonably required by Consultant to perform the Services, and shall make timely electronic payments in accordance with the terms and conditions of this Agreement and the applicable invoice.

4. **CONFIDENTIAL INFORMATION**. Proprietary or confidential information ("Confidential Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure.

   Confidential Information shall not be disclosed by the receiving party except to those individuals who need access to such Confidential Information to ensure proper performance of the Services.

   Neither party shall be liable for disclosure or use of Confidential Information which: (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order, provided the party receiving such order for release provides prior notice to the other party.

   Each party shall return to the disclosing party all of the disclosing party's Confidential Information relating to this Agreement upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this Agreement.

5. **LICENSE GRANT / DELIVERABLES.** Subject to Client's payment in full and to the terms of this Agreement, Consultant grants to Client the following license to use the Deliverables:

   (Consultant has specified the type of license granted to Client in the Proposal. In the event no license type is specified, Client is granted a license under the terms of Section 5a.)

   a). a non-exclusive, non-transferable, perpetual license to use the Deliverables for Client's internal business purposes only.

   b). a non-exclusive, non-transferable, perpetual license to use the Deliverables for Client's internal business purposes. Client may also distribute a limited number of copies to financial institutions, rating agencies or potential investors as described in the Proposal. Third parties may access the Deliverables for their internal use only and such use shall be governed by the terms contained in the notice section of such Deliverables as stated in Section 21 below.

   Client may not include any Deliverable or any portion thereof in securities offering materials without Consultant's prior written approval. If approved, the Deliverable shall be included in its entirety, together with any notices included in such Deliverable, and any such approved use shall be subject to these terms and conditions. Upon further request, Consultant would be willing to verify that the Deliverable is a true and accurate copy of Consultant's work product and accurately represents ICF's opinion as of the date the analysis was performed.

6. **ACCEPTANCE OF DELIVERABLES.** Client shall have five (5) business days to reject in writing all or part of each Deliverable if it is not in conformance with the standard of care stated in Section 2 above. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

7. **EXCLUSIVE REMEDY.** Client's exclusive remedy, and Consultant's entire liability, shall be the re-performance of the Services for any Deliverable which is not accepted. If Consultant is unable to perform the Services, Client shall be entitled to recover the fees paid to Consultant for that portion of the Services which fail to conform to the standard of care.

8. **FAILURE TO PAY.** In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy which Consultant may have under law or equity, Consultant may stop work, and/or terminate this Agreement. Client shall indemnify Consultant for all reasonable cost, including actual attorney fees and related costs, necessary to obtain full and proper payment.

ICF

9. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR STRICT LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE TOTAL LIABILITY, IN THE AGGREGATE, OF CONSULTANT (INCUDING ANY OF ITS AFFILITIATES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) TO CLIENT (AND ANYONE CLAIMING TO BY, THROUGH, OR UNDER CLIENT) IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CONSULTANT HEREUNDER.

10. **INFRINGEMENT INDEMNITY.** Consultant will defend and indemnify Client against a claim that a Deliverable infringes a copyright or U.S. patent or other intellectual property right, provided that: (a) Client promptly notifies Consultant in writing; (b) Consultant has sole control of the defense and all related settlement negotiations; and (c) Client provides Consultant with the assistance, information and authority necessary to perform Consultant's obligations under this Section 10. Consultant shall have no liability for any claim of infringement based on use of a superseded or altered release of a Deliverable.

    If a Deliverable is held or is believed by Consultant likely to infringe, Consultant shall have the option, at its expense, to (a) modify the Deliverable to be noninfringing; or (b) obtain for Client a license to continue using the Deliverable. If it is not commercially reasonable to perform either of the above options, then Consultant may terminate the license for the infringing Deliverable and provide a pro-rata refund of the license fees paid for that Deliverable. This Section 10 states Consultant's entire liability and Client's exclusive remedy for infringement.

11. **INDEMNIFICATION BY CONSULTANT.** Consultant shall defend, indemnify, and hold harmless Client and its affiliates against all third-party loss, damage, liability, suit or claim (including Client's reasonable attorney fees) for bodily injury to or death of any person, or damage to or destruction of any tangible property, proximately caused by the gross negligence or willful misconduct of the Consultant during the performance of Services under this Agreement.

12. **INDEMNIFICATION BY CLIENT.** Other than for events covered by Sections 10 and 11 above, Client shall defend, indemnify, and hold harmless Consultant or its affiliates against all loss, damage, liability, suit, or claim (including Consultant's reasonable attorney fees) which is brought against Consultant or its affiliates based upon the Services rendered or Deliverables provided hereunder, except to the extent proven in a court of final resort that such loss, damage, liability, suit or claim resulted from the gross negligence or willful misconduct of Consultant or its affiliates.

    Client shall also indemnify and hold Consultant harmless against any liability arising from or related to Deliverables that have been changed without Consultant's written approval or have been used for a purpose other than as defined hereunder.

13. **TERMINATION.** Either party may terminate this Agreement by giving ten (10) calendar days written notice. Consultant shall be paid for Services provided up to the date of termination plus its unavoidable termination costs. Such termination costs shall be, at a minimum, an additional twenty-percent (20%) of the cumulative amount payable through the date of termination.

14. **CONFLICT OF INTEREST.** The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Confidential Information that has been disclosed by the Client under the terms of this Agreement.

15. **HAZARDOUS OR TOXIC MATERIALS, SUBSTANCES, WASTES, OR POLLUTION.** The Services do not involve any hazardous or toxic wastes or substances. To the extent such substances may be present at the site and to induce Consultant to enter into this Agreement, Client agrees to indemnify and hold Consultant harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against Consultant that relate in any way to both (a) hazardous or toxic wastes or substances, or pollution

or contamination due to the presence of hazardous or toxic wastes or substances, or (b) the performance of the obligations by Consultant under this Agreement. Unless specifically set forth in the Agreement, Consultant shall have no responsibility to search for or identify any hazardous or toxic waste or substance or pollution or contamination. Should Consultant discover any such substance or pollution, then Consultant may, at its own discretion, stop work, with written notice to the Client, with no liability for performance under this Agreement until such time as the substance or pollution is properly handled by Client and Services may be restarted upon mutual agreement of new due dates for Deliverables.

16. **FORCE MAJEURE.** Consultant is not liable for any delay in performance or non-performance caused by Acts of God, pandemic or health emergency, war, civil disturbance, government action, acts of terrorism, labor dispute, third party software, computer virus, inadequate access to Client site or data, or anything else beyond Consultant's reasonable control. Consultant shall give prompt notice to Client of the nature of the delay and the extent of the anticipated delay. If the period of the nonperformance exceeds thirty (30) calendar days, Consultant may, at its sole option, terminate this Agreement by written notice.

17. **CHANGES TO THE SERVICES.** Changes in the scope of the Services, either by Client request or necessitated by other events or conditions (including, without limitation, changes in law or regulation), that would increase the cost or time needed to perform the Services shall be cause for an equitable increase in the Agreement price or ceiling, extension of the Agreement schedule, or both. In addition, in the event Consultant is served with a subpoena or similar court order related to the Services provided hereunder, Client agrees to reimburse Consultant for all fees and expenses related thereto.

18. **DISPUTES.**

    a. Negotiation. In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party (the "Notice Date"), and the parties appoint at least one representative who shall have the authority to enter into an agreement to resolve the dispute. The parties shall attempt in good faith to resolve the matter within ten (10) days after the Notice Date.

    b. Legal Proceedings. Each party hereby irrevocably and unconditionally consents to submit to the jurisdiction of the Commonwealth of Virginia for any actions, suits, or proceedings arising out of or relating to this Agreement and further agrees that service of any process, summons, notice or document by registered or certified mail to each party's address set forth in Section 10 of Attachment A of the Agreement shall be effective service of process for any action, suit, or proceeding against the other party. Each party also hereby irrevocably and unconditionally consents to waive its right to a jury trial in any action arising hereunder. Any dispute arising out or otherwise related to the performance of the Parties' obligations under this Agreement which cannot be resolved in Section 18.a shall be commenced through such proceedings no later than twelve (12) months from the date the basis for such dispute arose.

19. **NON-SOLICITATION OF EMPLOYEES.** Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the Services during the term of this Agreement and for one (1) year thereafter. In the event a party breaches this obligation and hires one or more of the other party's employees, the breaching party shall pay to the non-breaching party, as liquidated damages, for each such employee, an amount equal to one hundred percent (100%) of the annual compensation that will be paid by the breaching party. For purposes of this Section 19, "party" shall include all related companies such as parent, subsidiaries, affiliates, etc.

20. **GENERAL PROVISIONS.** The Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client.

    Client may not refer to Consultant or Consultant's performance hereunder in any publication or promotional material without Consultant's prior written approval.

Client, or any of its directors, officers, partners, managers, members, employees, or agents having apparent authority from Client, may orally: (a) make decisions relating to the Services or the Agreement, (b) request a change in the Services under the Agreement; or (c) request Consultant to render additional Services under the Agreement, subject to Consultant's right to require Client to submit the request in writing before the request is considered to have been effectively made. Client may, at any time, limit the authority of any or all persons to act on its behalf by providing Consultant written notice.

Consultant agrees to maintain in full force and effect during the term of the Agreement valid and collectible insurance policies in connection with the Services as contemplated hereby, which polices shall be of the type typically required of the industry and in compliance with all applicable laws.

The Services do not include costs of Consultant for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of Consultant by Client, except for suits or claims between the parties to this Agreement, will be reimbursed at rates and fees as mutually agreed.

All terms of this Agreement are Confidential and subject to the requirements of Section 4 (above).

No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without effect to the remaining provisions.

Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld.

The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

Both parties acknowledge that they have read and understand the Proposal, Attachment A and Attachment B and agree to be bound by those terms. Both parties further agree that the Proposal, Attachment A and Attachment B constitute the entire agreement between parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in a writing signed by the party against whom such modification or waiver is sought to be enforced.

In the event of a conflict, the following order of precedence shall apply:

A. The Proposal
B. Pricing & Payment Terms (Attachment A)
C. Additional Terms and Conditions (Attachment B)
D. Scope of Work, Fees, and Acceptance (Attachment D)
E. Applicable Provisions (Attachment C)

21. **NOTICE PROVISIONS FOR AUTHORIZED THIRD-PARTY USERS.** All third parties authorized to use the Deliverables under the terms of Section 5.b above must agree to comply with the following terms:

IMPORTANT NOTICE:

REVIEW OR USE OF THIS REPORT BY ANY PARTY OTHER THAN THE CLIENT CONSTITUTES ACCEPTANCE OF THE FOLLOWING TERMS. Read these terms carefully. They constitute a binding agreement between you and ICF Incorporated, L.L.C. ("ICF"). By your review or use of the report, you hereby agree to the following terms:

This report was prepared by ICF for Client's use, based on certain limited information, methodologies, assumptions and under the circumstances applicable at the time the report was prepared. Different or additional information, methodologies, assumptions, or circumstances would lead to different results;

therefore, actual future results may differ materially from those presented in this report. ICF does not make any representation with respect to the likelihood of any future outcome or the accuracy of any information herein or any conclusions based thereon. ICF is not responsible for typographical, pictorial, or other editorial errors.

Any use of this report other than as a whole and in conjunction with this notice is prohibited. This report may not be altered, copied, or disseminated in whole or in part without the prior express written consent of ICF.

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ATTACHMENT C: APPLICABLE PROVISIONS

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental ProtectionAgency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq.
2. The contractor agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental ProtectionAgency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

1. This Contract is a covered transaction for 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 Client. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
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 transaction.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification as provided below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, **ICF Incorporated, L.L.C.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   - Competitively within a timeframe for compliance with the contract performance schedule;
   - Meeting contract performance requirements; or
   - At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The following access to records requirements applies to this contract:

1. The Contractor agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. 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.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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.

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.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *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 (Interim), as used in this clause-

(b) *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:

(i) 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;

(ii) 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;

(iii) 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

(iv) 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.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) 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 handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

(a) Are not used as a substantial or essential component or any system; and

(b) Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or service.

(d) *Reporting requirement.*

(i) 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.

(ii) The contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(a) Within one business day form 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 wholesale number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) 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.

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

ATTACHMENT D: SCOPE OF WORK, FEES, AND ACCEPTANCE

SCOPE OF WORK

ICF will provide the following Services: Start Action Plan, Identify Key Stakeholders and Develop Citizen Participation Plan, Collect Data and Analyze Unmet Recovery and Mitigation Needs, Validate Remaining Unmet Recovery and Mitigation Needs, Establish Priorities for Eligible Activities, Design Eligible Activities and Vet Stakeholders, Draft Action Plan, Engage Community of Proposed Programs, Finalize and Submit Action Plan to HUD, and Support Process for Action Plan Amendments.

FEES

Firm-Fixed-Price

Services will be provided to ADFA at a firm fixed price (FFP) of $33,000 to complete the development of the State's CDBG-DR action plan with the invoice schedule below. Once a Deliverable is accepted by ADFA or deemed to be accepted, the corresponding fee specified below becomes due and payable.

Invoice No.	Invoice Trigger / Pay Point	Fees
1	Publication of draft action plan for public comment	$16,500
2	Submission of action plan to HUD	$11,550
3	Approval of action plan by HUD	$4,950
	Total FFP	**$33,000**

Time & Materials

For action plan amendment support, or other on-call services related to the action plan after its approval by HUD, ICF will provide such services by utilizing the following labor categories and hourly rates, which will be billed to ADFA on a T&M basis.

Labor Category	Hourly Rate
Project Manager	$178
Senior Consultant	$170
Subject Matter Expert	$183
Consultant	$129
Technical Specialist	$110
Technical Support	$98

ACCEPTANCE PROCESS

For all deliverables, ICF will submit one draft and one final version to ADFA. ADFA will complete its review within fifteen (15) business days to allow the ICF team to submit final deliverables on time. If ADFA does not provide consolidated comments in writing within twenty (20) business days, deliverables will be deemed as accepted.