



Wednesday, May 8, 2019

I. Background: *Provide a crosswalk between the State of Maryland, Department of General Services' Debris Removal procurement #MDDGS31036317, and the FEMA Checklist for Non-Federal Agencies for local entity requirements.*

II. Assumptions: State of Maryland has conducted a competitive procurement that complies with all other FEMA Checklist for Non-Federal Agencies' requirements.

III. Local Entity Requirements:

4. General Requirements

a. Does the procurement comply with the NFE's own procurement laws, rules, and procedures? *This will be a "yes." The State of Maryland conducts widely acceptable competitive procurements, and I do not see any problems with the Debris Removal solicitation documents.*

b. Does the NFE maintain contract oversight to ensure that contractors performing accordance with the terms, conditions, and specifications of their contracts or purchase orders? *This is a contract management question rather than a procurement contract question. It should also be an easy "yes." Even small entities will have someone oversee the contract performance and approve the work per the contract.*

c. Does the NFE have:

i. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts? *My experience is that most if not all do but again this is a matter of organizational management rather than contract document sufficiency.*

ii. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has an actual or apparent conflict of interest? *My experience is that most if not all do have standards for conflict of interest matters but again this is a matter of organizational management rather than contract document sufficiency.*

iii. Any employee, officer or agent that has solicited and/or accepted gratuities, favors or anything of monetary value from contractors or parties to subcontracts? *My experience is that most if not all do have these standards of conduct but again this is a matter of organizational management rather than contract document sufficiency.*

iv. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees or agents of the non-Federal entity. My experience is that most if not all do have these standards of conduct but again this is a matter of organizational management rather than contract document sufficiency.

d. If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government or Indian tribe, does the non-Federal entity have written standards of conduct covering organizational conflicts of interest? Not sure this applies to our counties and city requirements for this contract.

e. The NFE must avoid acquisition of unnecessary or duplicative items. Has the NFE considered consolidating or breaking out procurement to obtain a more economical purchase? Where appropriate, has the NFE considered lease versus purchase alternatives? This contract is solely for the emergency "clearing and removal of debris accumulation from any combination of AGENCIES..." The economies are in a cooperative procurement. In this type of emergency service agreement, there are no lease vs. purchase decisions.

f. Is the contract being awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources? The State of Maryland has made this decision in the BPW approved contract award. It is likely that local entities will also perform a second level of due diligence based on their experiences with the firms but the firms awarded by the State are the same firms I see awarded at the local level. No problems are foreseen here.

g. Is the NFE keeping records sufficient to detail the history of the procurement including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price? The State of Maryland has provided the solicitation and award documents for the local contract file. The local file is also likely to have a cooperative contract determination because the State of Maryland solicitation does not specifically name the local entity in the procurement. Reference 1.3 Contract Type: "Maryland County, municipal, and other non-State governments or government agencies and not for profit organizations, within the state of Maryland may purchase from the Contractor for services covered by this Contract at the same prices chargeable to the State."

h. Is the contract a time and materials contract? This matter was resolved at the State level through their procurement. Referencing 1.3 contract Type: "The Contract resulting from this solicitation shall be an indefinite quantity with fixed unit price as defined in COMAR 21.06.03.02 and 21.06.03.06."