



**City of North Port**  
**FINANCE DEPARTMENT/PURCHASING DIVISION**  
**4870 CITY HALL BLVD, STE 337**  
**NORTH PORT, FLORIDA 34287**  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**March 8, 2019**

**ADDENDUM 2**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2019-49 DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY MANAGEMENT**

**DUE DATE March 18, 2019**

**City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)**

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Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

**ITEM #1: QUESTION/ANSWER**

Q1: Does the 50 page limit apply only to tab # 4?

**A1: No, NUMBER OF PAGES: ~~SECTION III of the proposal~~ The proposal shall not exceed (50) pages (one-sided) or (25) pages (two-sided) in length. (*The Title Page, Table of Contents, City Required Forms, resumes, and tabs do not count towards the TOTAL NUMBER OF PAGES*).**

Q2: Pg. 61 of the RFP, **Tab 4** states to include references. Does the City request that the references form supplied in the RFP be placed under Tab 4?

**A2: Yes, please respond on the City provided Reference Form and included under Tab #4 and Tab #10 (Reference Form is not part of the total page count).**

Q3: Pg. 63 of the RFP, under **Submittal Requirements**, A.1, states that Section III has a 50-page maximum. Can you please clarify what constitutes Section III?

**A3: See the following change: NUMBER OF PAGES: ~~SECTION III of the proposal~~ The proposal shall not exceed (50) pages (one-sided) or (25) pages (two-sided) in length. (*The Title Page, Table of Contents, City Required Forms, resumes, and tabs do not count towards the TOTAL NUMBER OF PAGES*).**

Q4: Pg. 72 of the RFP, **Price Schedule Form**, can you please define the positions listed as Traditional Ticketing and Electronic Ticketing?

**A4: Please state if the vendor uses traditional ticketing or electronic ticketing, and the fees for those services.**

Q5: Does the City consider this contract to be Time & Materials as per page 49?

**A5: The City is requesting for hourly rates for the fee schedule for the master agreement. There will be work assignments/notice to proceeds that will be produced from this agreement. The work assignments will be firm fixed agreements with a not to exceed amount.**

**DELETE (Strikethrough) in its entirety Section 27. Time and Material Contract, IF Required on page 49 of 127.**

Q6: Please confirm that the maximum hours that will be authorized for performance of this contract is 70 hours, per page 49, Section 27, i)(1). (Supplemental FEMA Provisions). • Will this contract be authorized to extend past 70 hours?

**A6: The 70 hour is not applicable to firm fixed contracts.**

Q7: The RFP title includes "... and Financial Recovery Management...", and although implied there is no specific reference in the RFP that demonstrates there are FEMA grant requirements; the RFP reads mostly that the financial recovery is for just debris. Could the vendor respond in Tab 9 with a short section about planning, preparedness and FEMA program grant and mitigation services?

**A7: Yes. The vendor should also respond if they have services available for financial recovery claims from FEMA.**

Q8: Will the City allow responses on pages/sections other than Tab III as 2-column style on those pages?

**A8: The City does not have a set column style. The submittal requirements listed on page 62 must be met.**

Q9: Table of Contents is listed twice. Which is it, before Tab 1 Transmittal Letter, which re-numbers the sequence or as noted on Tab 2 after Transmittal Letter, which maintains the sequence as is?

**A9: Tab 2 after the Transmittal Letter, is correct. Delete the table of contents listed on the top of page 61.**

Q10: Is the City requesting references for each proposed staff member or are references referred to for TAB 4 specific to the 5 company project references as required on the form?

**A10: The 5 company project references as required on the form.**

Q11: The RFP implies that a sub-contractor must be included in the proposal. What if there are no subcontractors, will the vendors proposal be non-compliant?

**A11: No, if you self-perform the service state no sub-contractors to be used.**

*Keith Raney*

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Keith Raney, CPPB, CPPO  
Contract Administrator II  
Finance Department/Purchasing Division  
4970 City Hall Blvd.  
North Port, Florida 34286  
Tel: 941.429.7103  
Fax: 941.429.7173

E-mail: [kraney@cityofnorthport.com](mailto:kraney@cityofnorthport.com)

Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.  
End of Addendum No.2



**City of North Port**  
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Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**March 4, 2019**

**ADDENDUM 1**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2019-49 DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY MANAGEMENT**

**DUE DATE** ~~March 11, 2019~~ **March 18, 2019**

**City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)**

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Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

**ITEM #1: STATEMENT**

**PROPOSAL DUE DATE:** ~~March 11, 2019~~ **March 18, 2019 AT 2:00 P.M.**

*Keith Raney*

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Keith Raney, CPPB, CPPO  
Contract Administrator II  
Finance Department/Purchasing Division  
4970 City Hall Blvd.  
North Port, Florida 34286  
Tel: 941.429.7103  
Fax: 941.429.7173

E-mail: [kraney@cityofnorthport.com](mailto:kraney@cityofnorthport.com)

**Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.**  
**End of Addendum No.1**

# City of North Port



**DISASTER DEBRIS MONITORING SERVICES AND  
FINANCIAL RECOVERY MANAGEMENT  
IN THE CITY OF NORTH PORT  
Request for Proposal No. 2019-49**

*CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49*

**Disaster Debris Monitoring Services and Financial Recovery Management**

**NOTICE OF AVAILABILITY**

Notice is hereby given that the City of North Port, Florida, will receive sealed proposals from legal entities authorized to do business in Florida at the City of North Port Finance Department, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, for:

**RFP NO. 2019-49**

**DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY MANAGEMENT IN THE CITY OF NORTH PORT, FLORIDA**

It is the intent of the City of North Port, Florida, to request proposals from experienced and qualified person or entity to provide a collection and debris site monitoring service as well as coordinate and manage all storm debris management activities and financial reimbursement from Federal, State and local agencies in accordance with 2 CFR 200 and Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide.

**PROPOSAL DUE DATE:**

**March 11, 2019 AT 2:00 P.M.**

Proposals may be mailed, or hand delivered to Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, **NO LATER THAN 2:00 PM (EST) ON March 11, 2019.** **PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE OPENED.**

|   |   |
|---|---|
| <i><b>Non-mandatory Pre-proposal Meeting</b></i>                            | <i><b>No Meeting Scheduled at this time</b></i>                 |
| <i><b>Evaluation and Ranking Committee Meeting<br/>(Open to Public)</b></i> | <i><b>March 26, 2019 @ 10:00 AM<br/>City Hall, Room 244</b></i> |

Information regarding this project may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com) or through the link provided on the city web site at [www.cityofnorthport.com](http://www.cityofnorthport.com). Proposal documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/>; however, addendums are only posted on [www.demandstar.com](http://www.demandstar.com). If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Keith Raney, CPPB, CPPO Contracts Administrator II at 941-429-7103. Requests for additional information or clarification must be submitted in writing via facsimile to 941-429-7173 or emailed to [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com). Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **March 4, 2019 at 2:00 P.M.**

**The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.**

**PUBLISH: 1/25/2019**

[www.cityofnorthport.com](http://www.cityofnorthport.com)

[www.demandstar.com](http://www.demandstar.com)

Sarasota Herald-Tribune

Small Business Administration

Minority Business Development Agency of the Department of Commerce

DOL- Labor Surplus Areas – Hardee, Hendry, and Highlands Counties

Disaster Debris Monitoring Services and Financial Recovery Management

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Attachments:

N/A

CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49  
**Disaster Debris Monitoring Services and Financial Recovery Management**

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**STATEMENT OF NON-SUBMITTAL**

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately.

We the undersigned have declined to submit a proposal on the requested service for **RFP No. 2019-49: DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY MANAGEMENT** for the following reason(s):

- \_\_\_\_\_ Insufficient time to respond to the solicitation.
- \_\_\_\_\_ We do not offer this service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Specifications or Scope of Service are unclear (explain below).
- \_\_\_\_\_ OTHER (please specify below).

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Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**Note: Statement of Non-Submittal may be faxed in to the Purchasing Department at 941-429-7173 or emailed to [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)**

**Disaster Debris Monitoring Services and Financial Recovery Management**

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**PART I – GENERAL INSTRUCTIONS AND SPECIAL PROVISIONS**

**GENERAL INSTRUCTIONS**

**1. PURPOSE:**

- A. **INTENT OF REQUEST FOR PROPOSAL:** It is the intent of the City of North Port, Florida, (the “City”) to request proposals from bidders to provide collection and debris site monitoring services as well as coordinate and manage all storm debris management activities in accordance with the Federal Emergency Management Agency (FEMA).
- B. **TIME AND DUE DATE:** The City will accept **SEALED** proposals from qualified bidders consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than 2:00 pm (EST) March 11, 2019.**
- C. **CONTRACTOR(S):** The selected Contractor must be currently licensed to practice in the State of Florida, as required by law.

- 2. BACKGROUND:** The City of North Port, Florida is a political subdivision of the State of Florida located in Sarasota County. The City is comprised of 103 square miles and 813 miles of paved road. The City is preparing for any future disasters by entering into a pre-event contract for collection and debris site monitoring services as well as coordination and manage all storm debris management activities.

**3. AGREEMENT AWARD/TERM:**

**A. MULTIPLE AWARDS:**

- 1) The City anticipates entering into one (1) primary agreement and one (1) secondary agreement with the bidder who submits the proposal judged to be most advantageous to the City.

**The City reserves the right to activate multiple Contractors pre-event and at the same time dependent upon the severity of the storm and the availability of the Contractors.**

- 2) The Proposer understands that this RFP does not constitute an agreement with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute an agreement.

- B. **AGREEMENT TERM:** This Agreement shall be for an initial three (3) year period, which shall commence on the day of award. The City retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with multiple vendors. An agreement for commodities or contractual services may be renewed for a period that may not exceed three (3) years, or the term of the original agreement, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the City and subject to the availability of funds.



**Disaster Debris Monitoring Services and Financial Recovery Management**

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4. **DEVELOPMENT COSTS:** The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal (RFP). Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.
5. **DEFINITIONS:**
- A. **ADDENDA or ADDENDUM:** A written change, addition, alteration, correction, or revision to a bid, proposal, or agreement document. Addenda or Addendum may be issued following a pre-bid/pre-proposal conference or as the result of a specification or work scope change to the project.
  - B. **AGREEMENT:** The Agreement that may result from this Request for Proposal.
  - C. **CITY:** The City of North Port, Florida, or its City Commission, or City Manager or designee, as applicable.
  - D. **CONTRACTOR:** The Proposer that enters into an Agreement with the City pursuant to this Request for Proposal.
  - E. **DUE DATE AND TIME:** The due date and time listed in the Notice of Availability and Timetable of this Request for Proposal.
  - F. **PROPOSAL, REPLY, or SUBMITTAL:** The complete response of the Proposer to this Request for Proposal, including all properly completed forms and supporting documentation.
  - G. **PROPOSER:** Any person or entity that submits a Proposal in response to this Request for Proposal.
  - H. **PROPOSAL FORMS:** The forms required to be submitted in accordance with this Request for Proposal.
  - I. **REQUEST FOR PROPOSAL, RFP, or SOLICITATION:** This Request for Proposal, including all exhibits, attachments, and addendums as approved by the City, and amendments or change orders issued by the Procurement Department.
  - J. **RESPONSIVE PROPOSAL, REPLY, or SUBMITTAL:** A reply submitted by a responsive and responsible Respondent which conforms in all material respects to the solicitation.
  - K. **RESPONSIBLE RESPONDENT:** A person, company, or entity that is determined to have the capability in all respects to fully perform the agreement requirements and has the integrity and reliability which will assure good faith performance.
  - L. **SPECIFICATIONS:** The technical requirements specified in this Request for Proposal and any addendum or other document issued by the City specifying technical requirements of the Work/Service.
  - M. **SUB-CONSULTANT:** Any person, consultant, entity, or organization, other than the employees of the Contractor, who contract with the Contractor to furnish labor, or labor and materials, in

*CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49*

**Disaster Debris Monitoring Services and Financial Recovery Management**

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connection with the work or services performed pursuant to this Request for Proposal, whether directly or indirectly, on behalf of the Contractor.

- N. **WORK, SCOPE OF WORK, SERVICES, or PROJECT:** All matters and things that will be required to be done by the Contractor in furtherance of fulfilling its obligations pursuant to the agreement entered into regarding this Request for Proposal.
6. **INQUIRIES:** The City will not respond to oral inquiries. Proposers may submit written, e-mailed, or faxed inquiries regarding this RFP to the Purchasing fax number at (941) 429-7173 or the Purchasing e-mail address at [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com). The City will respond to written, e-mailed, or faxed inquiries received at least five (5) working days prior to the RFP due date. The last day for questions is **March 4, 2019 at 2:00 p.m. (EST)**.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through DemandStar's website at [www.demandstar.com](http://www.demandstar.com). It shall be the responsibility of the Proposer, prior to submitting their proposal, to contact the Purchasing office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

7. **PRE-PROPOSAL MEETING:** A pre-proposal meeting is not scheduled at this time.

8. **PROPOSAL SUBMISSION AND WITHDRAWAL:**

- A. The City will accept **SEALED** proposals at the following address that are clearly marked on the outside:  
**RFP NO. 2019-49 DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY MANAGEMENT** and addressed to:

*City of North Port  
Keith Raney, CPPB, CPPO, Contracts Administrator II  
4970 City Hall Boulevard, Suite 337  
North Port, Florida 34286*

- B. Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty days (30) or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, Florida Statutes, as amended.
9. **PRESENTATIONS/DISCUSSIONS:** The Evaluation Committee may conduct presentations/discussions. The City will not be liable for any costs incurred by the Proposer in connection with such presentations/discussions (i.e. travel, accommodations, etc.). The presentations/discussions are closed to the public per Chapter 286, Florida Statutes, as amended.

**Disaster Debris Monitoring Services and Financial Recovery Management**

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- 10. PROPOSAL RESTRICTIONS:** In order to control the cost of preparation, submittals are restricted to the requirements described in Part IV — “Rules and Instructions” for preparing Proposals in response to this RFP.
- 11. DRUG FREE WORKPLACE:** The City is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned with the reply. The City grants a preference (following local preference, if applicable) to a business with a drug-free workplace program whenever two (2) or more Proposals are tied in the evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state law. All Proposers are strongly recommended to complete and submit the form entitled “**DRUG-FREE WORKPLACE AFFIDAVIT**.”
- 12. PUBLIC ENTITY CRIMES STATEMENT:** In accordance with Section 287.133(2)(a), Florida Statutes, “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.”
- 13. DISADVANTAGE, MINORITY, WOMEN OWNED AND VETERAN BUSINESS ENTERPRISE (DBE/MBE/W/VBE):** DBE/MBE/W/VBE’s are encouraged to participate by submitting a Proposal to this RFP. All DBE/MBE/W/VBE’s shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Florida Statutes, section 287.0943, or by statewide and interlocal agreement certification, as provided for by Florida Statutes, section 287.09431. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the Proposal submission and the Certificate must be issued to the prime Contractor claiming DBE/MBE/W/VBE status.
- 14. REGULATIONS:** Violation of any local, state, or federal law in the performance of this Agreement will constitute a material breach of this Agreement.
- 15. TERMINATION:** This Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City’s best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under this Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice. Contractor will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.
- 16. FISCAL NON-FUNDING CLAUSE:** The parties acknowledge and agree that the obligations of City to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any

**Disaster Debris Monitoring Services and Financial Recovery Management**

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subsequent agreement entered into pursuant to this Agreement or referenced herein to which City is a party, are and shall remain subject to the provisions of Section 166.241, Florida Statutes, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member, or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Agreement shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

- 17. RESERVED RIGHTS:** The City reserves the right to accept or reject any or all submissions, to accept all or any part of a submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Proposer to perform the work or services requested. Upon request, a Proposer must provide information the City deems necessary in order to make a determination.
- 18. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color, or national origin in consideration for an award.
- 19. PERFORMANCE EVALUATION:** At the end of the Agreement, the receiving department will evaluate the successful Proposer's performance; this evaluation is a public record.
- 20. PAYMENTS (If Applicable):** The City will pay the Contractor through payment issued by the Finance Department in accordance with Chapter 218, Florida Statutes, the Local Government Prompt Payment Act, upon receipt of the Contractor's invoice and written approval of same by the City's administrative agent indicating that services have been rendered in conformity with the Agreement. The Contractor must submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's administrative agent based on the percentage of the amount for those specific services. The Contractor's invoices must be in a form satisfactory to the City's Finance Department.
- 21. TAXES:** The City is exempt from Federal Excise and State Sales Taxes. The Contractor must assume liability for all Local, State, and Federal Tax that is applicable to the work performed pursuant to the Agreement.

**Disaster Debris Monitoring Services and Financial Recovery Management**

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**22. INSURANCE REQUIREMENTS:** The Contractor must supply, at their cost, the following minimum insurance coverage:

- A. **INSURANCE COVERAGE:** Before performing any contract work, Contractor must procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida, and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with Contractor.
- 1) **Workers' Compensation and Employer's Liability Insurance:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policies must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease. A Workers' Compensation Exemption (notarized affidavit) is acceptable for a one (1) person operation. A Workers' Compensation Exemption through the State of Florida is acceptable if Contractor is a Non-Construction company and has four (4) or more employees.
  - 2) **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Agreement. Minimum \$300,000 each occurrence; \$600,000 general aggregate; \$600,000 products and completed ops; and \$100,000 fire damage.
  - 3) **Automobile Insurance:** To include all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than \$300,000 per accident, \$300,000 for property damage, and \$300,000 for bodily injury, with contractual liability coverage for all work performed under this Agreement.
  - 4) **Professional Liability Insurance:** A minimum \$1,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.
- B. **WAIVER OF SUBROGATION:** All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the

**Disaster Debris Monitoring Services and Financial Recovery Management**

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Contractor's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any sub-contractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible.

**C. POLICY FORM:**

- 1) All policies required by this Agreement, with the exception of Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insureds as their interest may appear under this Agreement. Claims made policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All claims made policies contributing to the satisfaction of the insurance requirements herein must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- 2) Insurance requirements itemized in this Agreement, and required of the Contractor, must be provided by or on behalf of all sub-contractors to cover their operations performed pursuant to this Agreement. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- 3) Each insurance policy required by this Agreement must:
  - a) Apply separately to each insured against whom a claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b) Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor must notify the City's Purchasing Office by written notice via certified mail, return receipt requested.
- 4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- 5) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of Contractor's liability for indemnity of the City is not limited by any insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
- 6) The Contractor is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and is solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an

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insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

- 7) All certificates of insurance must be on file with and approved by the City before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before Contractor will be allowed to commence or continue work. The certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- 8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement must be provided to the Contractor's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.
- 9) The Proposer must provide the City with copies of the insurance policies which are to be kept on file with the City. Any party providing services to the City is expected to enter into a written agreement or contract with the City that incorporates, either in writing or by reference, all the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of the City, disqualify any bidder of services to the City.

**23. INDEMNITY:**

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. THE CITY WILL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED

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COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

- C. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

- 24. CONFLICTS OF INTEREST — CITY OFFICERS, EMPLOYEES, OR BOARD MEMBERS:** The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Proposers must disclose any such potential conflicts on the provided Conflict of Interest Form. Proposers are responsible for reviewing Section 112.313, Florida Statutes, to determine whether they have a conflict. If a Proposer is in doubt as to their ability to contract with the City, they must seek a conflict of interest opinion from the City Manager or designee prior to submittal of a response.
- 25. COLLECTION OF FEES, ASSESSMENTS, AND TAXES:** By acceptance of an agreement, the Contractor acknowledges compliance with the requirement that all delinquent and currently due fees, assessments, and taxes be paid. The City may require verification and satisfaction of all delinquencies and currently due fees, assessments, and taxes prior to submittal due date. The City will conduct an annual review for any fees, assessments, and taxes.
- 26. NON-DISCRIMINATION:** The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Contractor must not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- 27. CONTACT PROHIBITION:** All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.
- 28. STATE REGISTRATION REQUIREMENTS:** Any Proposer required by Florida law to register to do business in this state must either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapters 607, 608, 617, or 621, Florida



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Statutes. A copy of the registration/application must be provided to the City prior to award of an agreement. Any partnership submitting a response to this solicitation must comply with the applicable provisions of Chapter 620, Florida Statutes.

**29. ASSIGNMENT:** The Contractor cannot assign any interest in this Agreement and cannot assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy must be promptly given to the City. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City. The Contractor and their successors, transferees, assignees, and Sub-contractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities and staff according to the Department of Homeland Security Standard Terms and Conditions, v 3.0, ¶XXVI (2013) (as amended from time to time).

**30. AMENDMENT:** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written, with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission must approve all increases in compensation under the Agreement.

**31. CHANGES IN THE WORK:**

- A. The City, without invalidating the Agreement, may order extra work or make changes by altering, adding to, or deducting from the work, the Agreement sum being adjusted accordingly. Such work will be executed under the conditions of the original Agreement. In giving instructions, the City has the authority to make minor changes in the work, that do not involve extra cost(s), and that are not inconsistent with the purposes of the work. Except in an emergency endangering life or property, any extra work or changes must be agreed to in writing.
- B. The Contractor must keep an amendment in such form as the City may direct with a correct amount of the net cost of labor, materials, and any vouchers. The City must certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes will be made. When requiring a change in the scope of services the Contractor must notify the City by written notice that a change order is requested within five (5) days of any occurrence.

**32. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** Pursuant to Section 119.071 (1)(b)(2), Florida Statutes, all submittals are exempt from public record until such time as the City provides notice of an intended decision or until thirty (30) days after opening the replies, whichever is earlier.

If a Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure; (2) place such information (including any applicable electronic media

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on which such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents; (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Bid number marked on the outside; and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential and/or proprietary and/or exempt information must be submitted with the Proposer's other proposal documents.

Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential and/or proprietary and/or exempt information being disclosed to the public. All submittals received in response to this Request for Proposal will become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the Agreement will become the exclusive property of the City.

BE AWARE THAT THE DESIGNATION OF AN ITEM AS EXEMPT FROM PUBLIC DISCLOSURE BY A PROPOSER MAY BE CHALLENGED IN COURT BY ANY PERSON OR ENTITY. BY DESIGNATION OF MATERIAL IN YOUR RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, PROPOSER AGREES TO DEFEND THE CITY (AND ITS COMMISSIONERS, EMPLOYEES, AGENTS AND VOLUNTEERS) AGAINST ALL CLAIMS AND ACTIONS (WHETHER OR NOT A LAWSUIT IS COMMENCED) RELATED TO PROPOSER'S DESIGNATION OF MATERIAL AS EXEMPT FROM PUBLIC DISCLOSURE AND TO HOLD HARMLESS THE CITY (AND ITS COMMISSIONERS, EMPLOYEES, AGENTS AND VOLUNTEERS) FOR ANY AWARD TO A PLAINTIFF FOR DAMAGES, COSTS AND ATTORNEYS' FEES, AND FOR COSTS AND ATTORNEYS' FEES INCURRED BY THE CITY BY REASON OF ANY CLAIM OR ACTION RELATED TO YOUR DESIGNATION OF MATERIAL AS EXEMPT FROM PUBLIC DISCLOSURE.

**33. PUBLIC RECORDS:** In accordance with Section 119.0701, Florida Statutes, Contractor must comply with all public records laws, and shall specifically:

A. Keep and maintain public records required by the City to perform the service.

- 1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
- 2) "Public records" means and includes those items specified in Section 119.011(12), Florida Statutes, as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub-contractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.

B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must

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be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if the Contractor does not transfer the records to City following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to the city all public records in Contractor's possession or keep and maintain public records required by the city to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor must meet all applicable requirements for retaining public records.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL [kpeto@cityofnorthport.com](mailto:kpeto@cityofnorthport.com).
- F. Failure of the Contractor to comply with these requirements is a material breach of this Agreement. Further, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**34. REPLIES ARE SUBJECT TO PUBLIC INSPECTION:** Unless exempt, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Proposer's reply to this solicitation will be waived upon opening of the reply by the City unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Proposer's reply outside of the separately bound document described below.

**35. NON-EXCLUSIVITY:** No guarantee of certain services, volume of work, or quantity of projects is implied. The City reserves the right to acquire professional services from others or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any Contractors at any time for any project other than those selected.

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**36. BID PROTESTS:**

In any case where a Bidder or interested bidder wishes to protest either the results of or intended disposition of any Proposal, the Bidder or interested bidder must:

- A. File a written notice to the City Manager or designee of the intention to protest within 24-hours of the bid opening or the City's declaration of intent with regard to the disposition. At that time the bid process shall be suspended until the protest procedure herein described has been completed.
- B. Within five days of filing a written notice of intent to protest, the protester shall file a formal written protest to the City Manager or designee, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protestor is encouraged to attempt to resolve the issue with the City's Purchasing Division.
- C. The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the City of North Port, Florida, in an amount equal to 5% of the lowest acceptable bid.

Upon timely receipt of the formal written protest and protest bond, the City shall:

- A. Forward the formal written protest to the Office of the City Attorney who shall act as the bid protest officer. The City Attorney shall hand down formal findings of fact and a written decision with regard to the validity or nonvalidity of the formal written protest within ten business days of the City's receipt of the formal written protest.
- B. Within two business days of the receipt of the formal findings of fact and written decision, the City shall notify the protesting Bidder or protesting interested bidder of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt requested mail.

Should the protesting Bidder or protesting interested bidder's protest be found to be without merit or invalid, the bid protest bond shall be forfeited to the City in its entirety, and the bid process may resume. Alternatively, if a decision favorable in whole or in part to the protester is rendered, the decision shall include the amount of the protest bond, if any, to be returned to the protester.

The procedures provided in this section shall also be applicable to protests of procurements under City Code sections 2-405 and 2-406.

**38. SCRUTINIZED COMPANIES:**

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:

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- 1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
- 2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
- 3) It is not engaged in business operations in Cuba or Syria.

**C. PENALTY:**

- 1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
- 2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
- 3) A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

**39. JOINT VENTURES:** A joint venture must be in place when the Proposal is submitted. A proposal submitted as a "joint venture" must clearly indicate in the proposal the name of the joint venture and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the joint venture. A copy of the joint venture contract between all parties, indicating their respective roles and responsibilities (e.g., agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) must be included with a joint venture proposal submittal. One entity must take the lead as the point of contact and awardee. The City Agreement will be with one entity and one check will be issued.

**40. SUB-CONTRACTORS:**

- A. A sub-contractor is an individual or contractor contracted with by the Contractor to assist in the performance of services required under this RFP. A sub-contractor must be paid through the Contractor and not directly by the City. Sub-contractors are allowed to perform of the services delineated within this RFP. Contractor must clearly reflect in its Proposal the major sub-contractor(s) it will utilized in the performance of required services. The City retains the right to accept or reject any sub-contractor proposed. Any and all liabilities regarding the use of a sub-contractor are borne solely by the successful Contractor and insurance for each sub-contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Contractor nor any of its sub-contractors are considered to be employees

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or agents of the City. Failure to list a sub-contractor or provide the required information may disqualify a proposed sub-contractor from performing work under this RFP.

- B. Responses must include the requested sub-contractor information and all relevant information required of the Contractor. Within five (5) business days after the identification of the award to the successful Contractor(s), the Contractor must provide a list confirming the sub-contractor(s) that the Contractor intends to utilize pursuant to this Agreement. The list must include, at a minimum, the name and location of the place of business for each sub-contractor, the services each sub-contractor will provide relative to any agreement that may result from this RFP, each sub-contractor's hourly rates or fees, any applicable licenses, references, ownership, and other information required of Contractor.

**41. DISCREPANCIES, ERRORS, AND OMISSIONS:** Any discrepancies, errors, or omissions in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

**42. DISQUALIFICATION:** The City reserves the right to disqualify Response before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractor. It also reserves the right to waive any immaterial defect or informality in any Response, to reject any or all Responses in whole or in part, or to reissue the Request for Proposal.

**43. RESPONSES/PROPOSAL RECEIPT:** Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Contractor must file all documents necessary to support its Proposal when filing its Proposal. Contractors are responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover of this RFP.

**44. EXAMINATION OF DOCUMENTS/SITE:** Prior to the submission of a Proposal, Proposer must examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under this Agreement. A Proposer's failure to be familiar with the conditions will in no way relieve the successful Proposer from the necessity of furnishing any materials or performing any work that may be required.

**45. LICENSES:**

- A. The Proposer must hold the appropriate licensure for the work being performed for the full term of the Agreement. Allowing a license to lapse at any time during the term of the Agreement will be a breach of this Agreement. The license of the awarded Contractor must be effective at the time their response is submitted.
- B. The Contractor must obtain and pay for all licenses required for this project and must comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain required licenses shall be borne by the Contractor.

**46. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS:** Section 112.313(12), Florida Statutes, controls contracting with City employees or board members. Any City employee, board member, or

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member of his or her immediate family seeking to contract with the City must seek a conflict of interest opinion from the City Manager or designee prior to submittal of a response or application of any type to contract with the City. The affected employee or board member must disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed agreement and the nature of the intended agreement.

**47. GOVERNING LAW AND VENUE:** The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

**48. SEVERABILITY:** Should any provision of this Agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

**49. HEADINGS:** The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

**50. Access to Records/Audits:**

- A. The City reserves the right to audit the Contractor's records throughout the term of the Contract, in accordance with Florida's Public Records Law, Chapter 119, Florida Statutes, and throughout any retention period as established by the City.
- B. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers or records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- C. The Contractor agrees to permit any of the above-noted parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- E. Such records will be maintained for five years after the completion of the work done under the Agreement and until claims or audit findings have been resolved which were initiated prior to the expiration of the five year period. The City retains a firm, which annually audits records. Should records be required within that period, Contractor will be notified in writing.
- F. If at any time the City determines that a cost for which payment has been made is a disallowed cost, such as an overpayment, the City shall notify the Contractor in writing of the disallowance. The City shall state the means of correction, which may be adjustment of any future claim submitted by the Contractor, or to require repayment of the disallowed amount by the Contractor.

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- G. **Federal Records Requirements:** Records retention and access to records shall comply with the Federal Highway Administration and the Office of the Inspector General.

**51. Applicable Law:**

The rights, obligations and remedies of the parties under the Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of the Agreement shall be in Sarasota County, Florida.

**52. Change Orders and Amendments:**

- ☐ No change order or amendment will be allowed without written approval from the Public Works Project Manager, Public Works Director, Purchasing Manager, Finance Director, and City Manager.
- ☐ Change order and/or amendment requests are to be submitted to the City's Project Manager and must include a complete breakdown and documentation of costs (in accordance with bid prices). Change orders will be granted, if an error occurred, the City requests additional items or an unforeseen condition, or an uncontrollable event arises.

The approval process for change orders and amendments is as follows: Contractor initiates and provides written justification with back-up documentation to the City's Project Manager who will process and request approval from the Department Director, Purchasing Manager, Finance Director and the City Manager. Approval of a written Change Order and/or Amendment is needed prior to commencement of work. Any change in the scope of services requires Commission approval of the amendment to the Agreement.

The Contractor fully understands the City's change order and amendment policy. In the event the Contractor begins work on unauthorized changes to the scope of services prior to receiving a signed change order or amendment by the City's appropriate level of authority, they do so at their own expense and risk of not being compensated by the City for performing unauthorized work.

- ☐ **Changes in the Work:** In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency (as defined in City Code, section 2-408), where immediate action is required to mitigate costs and/or avoid delays, no extra work or change shall be made without a City authorized and executed written change order or amendment.
- ☐ When requiring a change to the scope of services, and within five days of such need, the Contractor shall notify the City by written notice that a change order or amendment is requested.

**53. Agreement Time Extensions:**

The City may grant an extension to the Agreement Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of the Proposal submission. The City may allow such extension of time only for delays occurring during the Agreement Time period or authorized



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extensions of the Agreement Time period. When failure by the City to fulfill an obligation under the Agreement results in delays to the controlling items of work, the City will consider such delays as a basis for granting a time extension to the Agreement.

Whenever the City suspends a Contractor's operations for reasons other than the fault of the Contractor, the City will grant a time extension for any delay to a controlling item of work due to such suspension. The City will not grant time extensions to the Agreement for delays due to the fault, omission, misconduct, or negligence of the Contractor.

The City does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations due to holidays in establishing the Agreement Time. The City will continually monitor the effects of weather and, when found justified, grant time extensions on either a bi-monthly or monthly basis. The City will not require the Contractor to submit a request for additional time due to the effects of weather.

The City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions, or suspension of operations due to holidays that prevent the Contractor from productively performing controlling items of work resulting in:

- A. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items due to adverse weather conditions, holiday, suspension; or
- B. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

The City will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, and industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The City will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that it placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The City will consider the effect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

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- A. Delays are the result of either utility work that was not detailed in the plans, or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Scope of Work.
- B. Utility work actually affected progress toward completion of controlling work items.
- C. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Agreement Time, the Contractor must submit to the City a preliminary request for an extension of Agreement Time which must be made in writing to the City within ten (10) calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Agreement Time, the Contractor fully, completely, absolutely and irrevocably waives an entitlement to an extension of Agreement Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Agreement Time will be required. Each such preliminary request for an extension of Agreement Time shall include at a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay; and further, the Contractor must submit to the City a request for an Agreement Time extension in writing with an initial ten-day notice and a thirty-day final notice after the elimination of the delay to controlling item of work identified in the preliminary request for an extension of Agreement Time. Each request for an Agreement Time extension shall include as a minimum all documentation that the Contractor wishes the City to consider related to the delay, and the exact number of days requested to be added to Agreement Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for an Agreement Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for an Agreement Time extension, with or without a detailed cost analysis, depriving the City of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Agreement Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Agreement Time from the Contractor, the City will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the City will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for an Agreement Time extension the City will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Agreement Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Agreement Time or any monetary compensation arising out of any delay. Contractor's failure to have an accepted schedule, including any required updates(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result

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in any entitlement determination as to time or money for such period of potential impact being limited solely to the City's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the City's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to the City that the City's determination was without any reasonable factual basis.

The Agreement Time may only be changed by an amendment to the Agreement. Any claim for an extension in the Agreement Time shall be based on written notice delivered to the City Manager or designee within ten days of the occurrence unless the City allows an additional period of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the City allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Agreement Time shall be determined by the City, if the City and the Contractor cannot otherwise agree. Any change in the Agreement Time resulting from any such claim shall be incorporated in the Agreement.

**54. Contractor Purchased Equipment:**

Contractor purchased equipment for City ownership will not be allowed in this Agreement.

**55. Disputes:**

- A. All controversies between the City and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the City Manager or designee in writing, within thirty days after a written request by the Contractor for a final decision concerning the controversy.
- B. The City shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless the Contractor brings an action seeking judicial review of the decision.
- C. The Contractor shall comply with any decision of the City Manager or designee and proceed diligently with performance of this Agreement until final resolution by a Court of Law, if a judicial remedy is pursued.
- D. In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City Commission shall be final and binding on both parties.

**56. E-Verify:**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or Federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the Federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local

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government, the Contractor may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**57. Indian Preference:** Indian Preference on Federal Aid-Projects will **not** be utilized on this project.

**Non-conforming Terms and Conditions:**

A Proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit a Bidder to withdraw nonconforming terms and conditions from its Proposal prior to determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

**63. Patented/Proprietary Materials:**

The City certifies that neither patented nor proprietary materials are required or specifically named in the specifications to be used for this project.

**64. Order of Precedence:**

**The following will establish the order of precedence of solicitation and award document in the event of any conflict with the terms, conditions, or specifications within the Request for Proposal.**

- #1 – Agreement/Amendments/Change Orders.
- #2 – Addenda.
- #3 – Supplemental Provisions – FEMA/Federal.
- #4 – General Conditions.
- #5 – Scope of Service.
- #6 – Minimum Qualifications & Contract Requirements.
- #7 – Fee Schedule (Schedule of Values).

**The Contractor acknowledges that it has read the above information and agrees to comply with all the above Request for Proposal requirements.**

**CITY OF NORTH PORT**  
**REQUEST FOR PROPOSAL NO. 2019-49**  
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**SUPPLEMENTAL FEMA PROVISIONS**

In addition to other provisions required by the Federal agency or the City of North Port, Florida (herein after referred to as the "City"), all contracts entered into by the City under a Federal award must contain the following provisions, as applicable. Should there be any conflict between the provisions contained in the solicitation or any resulting agreement the following provisions shall prevail:

**1. PURPOSE**

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, any resulting contract shall be subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II, and as otherwise may be listed herein.

**2. FEDERAL FUNDING**

A. When property or services are procured using funds derived from a Federal grant or agreement, whether direct to the City or "pass-through" from another entity, the City is required to and will follow the Federal procurement standards set forth in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

B. Contract Cost and Price: For every procurement in excess of \$100,000, including Change Orders or Contract Amendments greater than \$100,000, the City shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the City shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit shall not be used.

**3. RECIPIENTS AND SUBCONTRACTS**

Awarded Bidder(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.

**4. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)**

A. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.

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- B. Vendors/bidders shall enroll in the E-Verify program and provide the City with evidence of their enrollment as an attachment to their proposal. Evidence of enrollment may include, but is not limited to, the following:
  - 1. A copy of the properly completed E-Verify Company Profile page; or
  - 2. A copy of the fully executed E-Verify Memorandum of Understanding for the company.
- C. Vendors/bidders shall provide the City with an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.
- D. If a vendor/bidder does not provide the City with evidence of their E-Verify enrollment and an executed affidavit of compliance, the vendor's/bidder's proposal may be deemed non-responsive.
- E. Subcontractor requirement: Vendors/bidders shall require all contracts or agreements that they enter into with a subcontractor to include a requirement that the subcontractor enroll and participate in the E-Verify program.
- F. The vendor/bidder is responsible for familiarizing themselves with all rules and regulations governing the E-Verify program. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>

**5. ENERGY POLICY AND CONSERVATION ACT**

Contractor must follow any mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**6. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, DISADVANTAGE BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

- A. The Contractor agrees to ensure that Small and Minority Businesses, Women's and Disadvantage Business Enterprises, and labor surplus area firms have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, Contractor shall take all necessary and reasonable affirmative steps in accordance with 2 C.F.R., Part 200.321, as amended, to ensure that these enterprises and areas have the maximum opportunity to compete for and perform contracts.

Affirmative steps must include:

- 1. Contractor shall place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 2. Whenever they are potential sources, Contractor shall include small and minority businesses, and women's business enterprises, in all solicitations.
- 3. Whenever possible, Contractor shall use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development

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Agency of the Department of Commerce.

4. When economically feasible, Contract shall divide total requirements, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
  5. Where the requirement permit, Contractor shall establish delivery schedules which encourage participation by small and minority businesses, and women's business enterprises.
  6. Where subcontracts are to be let, Contractor shall require its subcontractor(s) to take the above-listed affirmative steps.
- B. The Labor Surplus Area's for fiscal year 2018 in Florida near the City of North Port are the following Counties; Hardee, Hendry, and Highlands.

**7. SYSTEM FOR AWARD MANAGEMENT MAINTENANCE UNDER 48 CFR 52.204-13 – CONTRACTOR'S REQUIREMENT FOR MAINTAINING DUNS NUMBER AND CAGE CODE**

- A. The awarded Contractor(s) will be required to obtain and maintain a current Data Universal Numbering System Number (DUNS) and Contractor and Government Entity (CAGE) code registration for the life of this Contract.
- B. The following definitions apply to the terms used in this section:
1. "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.
  2. "Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR subpart 32.11) for the same concern.
  3. "Registered in the System for Award Management (SAM) database" means that:
    - a. The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
    - b. The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
    - c. The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The

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Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

- d. The Government has marked the record "Active."
- 4. "System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes:
  - a. Data collected from prospective Federal awardees required for the conduct of business with the Government;
  - b. Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and iii. Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.
- C. Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.
- D. If the Bidder does not become registered in the SAM database in the time prescribed in this solicitation, the City will proceed to award to the next lowest responsive and responsible registered Bidder.
- E. Processing time, which normally takes 48 hours, should be taken into consideration when registering in the SAM database. Bidders who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- F. By submission of a Proposal, the bidder acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.
- G. Contractor changes: If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the Contract), or has transferred the assets used in performing the Contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in 48 CFR Part 42, subpart 42.12, the Contractor shall provide the City's Contract Administrator a minimum of one (1) business day's written notification of its intention to:



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1. Change the name in the SAM database;
  2. Comply with the requirements of subpart 42.12 of the FAR; and
  3. Agree in writing to the timeline and procedures specified by the responsible Contract Administrator. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.
- H. If the Contractor fails to comply with the requirements of paragraph G. of this section, or fails to perform the agreement at paragraph G.3. of this section, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the Contract will be considered to be incorrect information and breach of this Contract.
- I. The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information and breach of this Contract.
- J. The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the Contract. The Contractor shall communicate any change to the DUNS number to the City within thirty (30) days after the change, so an appropriate modification can be issued to update the data on the Contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted.
- K. The bidder shall enter, on the Bidder's response, the DUNS or DUNS +4 number that identifies the bidder's name and address exactly as stated in the bid. The DUNS number will be used by the Procurement Office to verify that the bidder is registered in the SAM database.
- i) If the bidder does not have a DUNS number, it should contact D&B directly to obtain one.
- (1) A bidder may obtain a DUNS number as follows:
- (a) Via the Internet at <http://fedgov.dnb.com/webform>, or if the bidder does not have internet access, by contacting D&B at 1-866-705-5711 if located within the United States; or
  - (b) If located outside the United States, by contacting the local D&B office. The bidder should indicate that it is a bidder for a U.S. Government contract when contacting the local D&B office.
- (2) The bidder should be prepared to provide the following information:
- (a) Company legal business.
  - (b) Tradestyle, doing business, or other name by which your entity is commonly recognized.

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- (c) Company Physical Street Address, City, State, and ZIP Code.
- (d) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (e) Company Telephone Number.
- (f) Date the company was started.
- (g) Number of employees at your location.
- (h) Chief executive officer/key manager.
- (i) Line of business (industry).
- (j) Company Headquarters name and address (reporting relationship within your entity).

L. Contractors may obtain additional information of registration and annual confirmation requirements at <https://www.acquisition.gov> or Dun & Bradstreet at <http://fedgov.dnb.com/webform> or 1-866-705-5711.

**8. FEDERAL COMPLIANCE** - Contractor shall comply with the following Federal requirements as they apply to: **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.**

**9. REMEDIES**

- A. In the event the Contractor violates, breaches, fails to satisfactorily perform, or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either exclusively, concurrently or consecutively:
  - 1. Request additional information from the Contractor to determine the reasons for or the extent of breach, non-compliance or lack of performance.
  - 2. Issue Contractor a written warning to advise that more serious measures may be taken if the situation is not corrected.
  - 3. Advise the Contractor to suspend, discontinue or refrain from incurring additional costs for any activities in question.
  - 4. Require the Contractor to reimburse the City for the amount of costs incurred for any items determined to be ineligible.
  - 5. Withhold or suspend payment of all or any part of a request for payment.

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6. Require that the Contractor refund to the City any monies used for ineligible purposes under the terms of the Contract, or the laws, rules and regulations governing the use of these funds.
  7. Terminate all or part of the Contract.
- B. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Contract between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in Sarasota County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Tampa Division. Neither the pendency of a dispute nor its consideration by the City's contract manager will excuse the Contractor from full and timely performance in accordance with the terms of the Contract.
- C. Pursuing any of the above remedies will not prohibit the City from pursuing any other rights or remedies, which may otherwise be available under law or in equity. If the City waives any right or remedy in this Contract or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other act or omission by the Contractor.
- D. If unresolvable differences or controversies arise between the City and the Contractor regarding the terms or requirements of either party under this Contract, that cannot be resolved by mutual agreement of the parties, the Contractor may submit a written request to the City Manager for a final decision concerning the controversy.
- E. Within thirty (30) days after a written request is received by the City Manager, the Contractor will be provided with a written final decision by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision by the City Manager shall be considered the final decision of the City regarding the controversy.

**10. TERMINATION AND DEFAULT:**

The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to the Contractor to terminate the services of the Contractor and, in that event, the Contractor shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract.

- A. Funding in Subsequent Fiscal Years: It is expressly understood by the City and the Contractor that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible

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for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

B. In the event that the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.

C. The Contractor shall have the right to terminate the Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

D. The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.

E. In the event Contractor breaches this Contract, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:

1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
5. Claims made, or likely to be made, against the City or its property;
6. Loss caused by the Contractor;
7. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
8. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

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9. In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.

- F. Termination With or Without Cause:** The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

- G. Termination for Default:** Contractor/vendor acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the contract, are material inducements to City entering into an agreement. Should Contractor/vendor fail to perform any of the conditions, covenants and requirements of its part to be kept, the City Manager shall give written notice thereof to contractor/vendor specifying those acts to things which must occur in order to cure said default. Provided, however, if Contractor/vendor makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant Contractor/vendor additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Manager may terminate the agreement, by written notice of termination, said notice specifying the time and date of termination.

- H. Termination for Convenience:** The performance of work under the contract may be terminated by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City of North Port's best interest. Any such termination shall be effected by the delivery to the contractor/vendor of a written notice of termination at least (30) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor/vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- I. Payment and Ownership of Documents upon Termination:** In the event of termination of the agreement, the vendor shall cease work and shall deliver to the CITY all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional certification.

The vendor shall reimburse the CITY for any stored items that the CITY has previously purchased. City shall upon delivery of the aforesaid documents, pay the contractor/vendor as full payment for its services hereunder, a sum of money equal to the percentage of the work done by contractor/vendor and accepted as satisfactory by the CITY.

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- J. Waiver:** Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default hereunder by the successful proposer, should not be deemed to be a waiver of any default or breach by the City.

**11. EQUAL EMPLOYMENT OPPORTUNITY**

A. During the Performance of this Contract, the Contractor agrees as follows:

1. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

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and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
10. The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
11. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan,

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insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- B. Subcontracts: Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

**12. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT (IF APPLICABLE)**

*The Davis-Bacon Act and Copeland-Anti-Kickback Act only apply to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. These Acts do not apply to other FEMA grant and cooperative agreement programs, such as FEMA's Public Assistance Grant Program.*

**12.1 DAVIS BACON ACT: (IF APPLICABLE)**

- A. Contractor shall 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.
- B. Contractor shall pay wages not less than once a week.
- C. If applicable, the City has placed a copy of the current prevailing wage determination issued by the Department of Labor in the underlying solicitation for this Contract. The decision to award this Contract or any subcontract shall be conditioned upon the acceptance of the provided wage determination. The City shall report all suspected or reported violations to the Federal awarding agency.

**12.2 COPELAND ANTI-KICKBACK ACT: (IF APPLICABLE)**

- A. Compliance with the Copeland "Anti-Kickback" Act.
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 the 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.
  3. 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.

**13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (IF APPLICABLE)**



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*This requirement applies to all FEMA grant and cooperative agreement programs.*

- A. Pursuant to 40 U.S.C. § 3702, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.
- B. Pursuant to 40 U.S.C. § 3704, if the Contract is for construction work, Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. However, these requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**14. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (IF APPLICABLE)**

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

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**15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (DOES NOT APPLY)**

*Stafford Act Disaster Grants.* This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

*If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a), and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.*

*The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.*

*Pursuant to 37 C.F.R. Part 401, each funding agreement awarded to a small business firm or nonprofit organization (except those subject to 35 U.S.C. 212) shall contain the clause found in § 401.14(a) with such modifications and tailoring as authorized or required elsewhere in this part.*

**16. PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS) (IF APPLICABLE)**

**A. Definitions**

1. Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321et seq.).
2. Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.
3. Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. Made when used in relation to any invention means the conception or first actual reduction to

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practice of such invention.

5. Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 ( 15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 ( 26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code ( 25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

**B. Allocation of Principal Rights**

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

*When the agency head or duly authorized designee determines at the time of contracting with a small business firm or nonprofit organization that it would be in the national interest to acquire the right to sublicense foreign governments or international organizations pursuant to any existing treaty or international agreement, the following sentence may be added at the end of paragraph B.:*

This license will include the right of the government to sublicense foreign governments, their nationals, and international organizations, pursuant to the following treaties or international agreements:

*If the funding agreement involves performance over an extended period of time, such as the typical funding agreement for the operation of a government-owned facility, the following language may also be added:*

The agency reserves the right to unilaterally amend this funding agreement to identify specific treaties or international agreements entered into or to be entered into by the government after the effective date of this funding agreement and effectuate those license or other rights which are necessary for the government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

**C. Invention Disclosure, Election of Title and Filing of Patent Application by Contractor**

1. The Contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure,

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of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

2. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

**D. Conditions When the Government May Obtain Title**

The contractor will convey to the Federal agency, upon written request, title to any subject invention.

1. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within sixty (60) days after learning of the failure of the contractor to disclose or elect within the specified times.
2. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.
3. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

**E. Minimum Rights to Contractor and Protection of the Contractor Right to File**

1. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject

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invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

2. The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty (30) days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

**F. Contractor Action to Protect the Government's Interest**

1. The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph C., above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by C.1., above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition

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proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

*If the Contract is for the operation of a government-owned facility, the City may add the following at the end of paragraph F.:*

5. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a description of the procedures to the contracting officer so that the contracting officer may evaluate and determine their effectiveness.

*The City may add additional subparagraphs to paragraph F. to require the Contractor to do one or more of the following:*

1. Provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.
2. Provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the contractor has applied for a patent.
3. Provide periodic (but no more frequently than annual) listings of all subject inventions which were disclosed to the agency during the period covered by the report.

**G. Subcontracts**

1. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

**H. Reporting on Utilization of Subject Inventions**

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph J. of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the

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government without permission of the Contractor.

**I. Preference for United States Industry**

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

**J. March-in Rights**

The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph I. of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

**K. Special Provisions for Contracts with Nonprofit Organizations**

If the Contractor is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
2. The Contractor will share royalties collected on a subject invention with the inventor, including

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Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

3. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

*If the Contract is with a nonprofit organization and is for the operation of a government-owned, contractor-operated facility, the following will be substituted for paragraph K.3.:*

3. After payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, the balance of any royalties or income earned and retained by the contractor during any fiscal year on subject inventions under this or any successor contract containing the same requirement, up to any amount equal to five percent of the budget of the facility for that fiscal year, shall be used by the contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility. If the balance exceeds five percent, 75 percent of the excess above five percent shall be paid by the contractor to the Treasury of the United States and the remaining 25 percent shall be used by the contractor only for the same purposes as described above. To the extent it provides the most effective technology transfer, the licensing of subject inventions shall be administered by contractor employees on location at the facility.
  4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph K.4.
- L. COMMUNICATION- For all matters relating to the clause above, Contractor shall communicate with the City's Public Information Officer (PIO) or Communications Manager at 941-429-7077.
- M. COPYRIGHTS - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.



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**17. CLEAN AIR ACT**

- A. 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.
- B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Department of Health or Florida Department of Business and Professional Responsibility, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. 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.

**18. FEDERAL WATER POLLUTION CONTROL ACT**

- A. 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.
- B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. 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.

**19. DEBARMENT AND SUSPENSION**

- A. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, because it is a contract for goods or services that includes the below listed items. As such the Contractor shall verify that neither the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are “excluded,” as defined at 2 C.F.R. § 180.940, or “disqualified,” as defined at 2 C.F.R. § 180.935.
  - 1. The Contract is awarded by the City in the amount of at least \$25,000.
  - 2. The Contract requires the approval of FEMA, regardless of amount.
  - 3. The Contract is for federally-required audit services.
  - 4. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- B. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

**Disaster Debris Monitoring Services and Financial Recovery Management**

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- C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. 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.
- E. The Contractor shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions Form, and return it to the City with their Proposal.
- F. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**20. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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.

**21. PROCUREMENT OF RECOVERED MATERIALS**

- A. 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:
  - 1. Competitively within a timeframe providing for compliance with the Contract performance schedule; or
  - 2. Meeting Contract performance requirements; or
  - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:

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<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**22. ACCESS TO RECORDS**

A. Access to Records.

1. The Contractor agrees to provide the City, 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 its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
4. Such records will be maintained for five (5) years after the completion of the work done under the Contract and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period. The City retains a firm, which annually audits records; should records be required within that period, Contractor will be notified in writing.

- B. Federal Records Requirements: If applicable, records retention and access to records shall comply with the Federal Highway Administration and the Office of the Inspector General.

**23. DHS SEAL, LOGO, AND FLAGS**

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

**24. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

The parties to this Contract acknowledge that FEMA financial assistance will be used to fund this Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**25. 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 City, Contractor, or any other party pertaining to any matter resulting from this Contract.

**26. 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 taken pursuant to this Contract.

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**27. TIME AND MATERIAL CONTRACTS, IF REQUIRED**

i) As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

(1) Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

(2) In accordance with 2 CFR §200.318(j)

(a) All Time and Materials contracts must have a not-to-exceed ceiling price, which the Contractor exceeds at their own risk.

(b) The not-to-exceed ceiling prices is inclusive of:

(i) Actual cost of material, rentals, subcontracted or sublet service

(ii) Direct labor hours based on the Contract Rate Schedule, which is inclusive of all general, burden and administrative expenses and profit.

(c) All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third-party monitoring firm.

(d) All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**END OF SUPPLEMENTAL FEMA PROVISIONS.**

**The Contractor acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.**

**END OF PART I**

## **PART II – SCOPE OF SERVICE**

**SCOPE OF SERVICES:** The scope of work is a general guide to the work the City expects to be performed by the Consultant, and is not a complete listing of all services that may be required or desired.

### **1) OBJECTIVE**

City of North Port's objective is to contract with an experienced and qualified contractor that clearly demonstrates the highest level of ability to manage/monitor disaster debris recovery to include process oversight, collection monitoring, load ticket management/development, disposal site monitoring, payment monitoring, public information assistance, data reporting, knowledge of FEMA/Federal/State and local reimbursement requirements and other related services.

It is the intent of City of North Port to award this contract to one (1) Primary Contractor and one (1) Secondary Contractor. The Contractor(s) will be responsible for all debris operations listed within this contract. The City reserves the right to activate multiple contractors at the same time dependent upon the severity of the disaster and the availability of the contractors.

The term of the Agreement shall be for three (3) years with the option to renew. CITY retains the right to renew this Agreement under the same terms and conditions upon mutual agreement with the Proposer. Agreements for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original agreement, whichever period is longer. Should any active individual event extend beyond the expiration date of the Agreement, the project agreement shall be extended until the project has been satisfactorily and successfully completed and accepted.

The current location for the Debris Management Site (DMS) for this Agreement is located on Greenland Street, North Port Lat 27:3:23.826/Long 82:6:46.512, PID #1135-10-0210. However, the City reserves the right to amend the DMS sites as deemed necessary.

### **2) PROPOSED SCOPE OF SERVICES**

#### **a. Project Management/Process Oversight**

- i) The Monitoring Contractor shall be responsible to provide Disaster Debris Monitoring Services and Financial Recovery Management to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways and other public, eligible or designated areas. Specific services may include:
  - (1) Coordinate daily briefings, work progress, staffing and other key items with the City Representative/Project Manager.
  - (2) Schedule work for all team members on a daily basis to coincide with the hours of operation of the City's Debris Removal Contractor. (7 days, 12 hours daily)
  - (3) Hire, train, schedule, dispatch and manage field staff to fulfill the needs of the number of Debris crews in the field and those needed at the staging site.

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b. Field Collection Monitoring

- ii) Monitor City's Contractor recovery operations and suggest recommendations to improve efficiency and speed up recovery work to the City Representative and Debris Contractor manager.
  - (1) In order to obtain FEMA reimbursement, all loads must be monitored in the field by collection monitors. The Debris Monitoring Contractor shall verify the City's Debris Contractor has established an accurate and complete load ticket process and provide collection monitors-staff to record required FEMA data.
  - (2) Field collection monitoring tasks include, but not limited to:
    - (a) Verification that all debris picked up is a direct result of the disaster.
    - (b) Verification that the Contractor is working in their assigned contract areas.
    - (c) Stop work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
    - (d) Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
    - (e) Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps and leaner removal. The team shall photograph every stump and leaner removed as well as a random sample of hanger removal activities and GPS coordinates.
    - (f) Report to the City any work performed by contractor that is not in compliance with all federal, state, and local safety regulations appropriate for the task being performed.
- iii) Assist the City Representative with responding to public concerns and comments.
- iv) Every debris-hauling vehicle must be certified prior to performing debris collection hauling. The field monitors shall verify that each collection vehicle has been weighed and placarded by the City's Debris Collection Contractor.
  - (1) All debris collection vehicles must be monitored and documented.
- v) Digitization of source documentation (such as load tickets) in a format approved by the City.
- vi) Develop daily operational reports to keep the city informed of work progress.
- vii) GPS and digital photography as necessary for proper documentation.
- viii) Comprehensive review, reconciliation and validation of Debris Contractor invoices prior to submission to the City for processing.

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ix) Project worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.

ix) Final report and appeal preparation and assistance

x) Reimbursement preparation and recovery management of funds from Federal, State, local sources. May also include insurance sources.

xi) Other work assignments relating to disaster recovery services as requested by the City.

**b. LOAD TICKETS PROCESS**

i) Enter load tickets daily into a database application approved by the City.

(1) Load ticket should consist of multiple copied pages (original and four (4) copies).

(2) Monitoring Contractor shall retain original completed tickets on behalf of the City.

(a) The Monitoring Contractor, vehicle driver, the subcontractor and the Debris Contractor shall also receive copies of completed load tickets.

(3) Load tickets retained/collected by the Monitoring Contractor on behalf of the City shall be turned over to the City daily.

(4) Load tickets shall include the following minimum information:

(a) Date

(b) Time

(c) Map page

(d) Section number

(e) Complete street address of closest property

(f) Nearest cross streets

(g) Tag number

(h) Type of debris

(i) Vehicle number

(j) Percent of volume full

(k) Driver's name (printed) and signature

(l) Field monitor's name (printed) and signature

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(m) Name of subcontractor

(n) Tower monitor's name (printed) and signature

(o) Amount of debris picked up, hauled and disposed of.

**3) MINIMUM QUALIFICATION REQUIREMENTS**

- a. The Proposer (Company) shall demonstrate experience in the past seven (7) years in providing debris monitoring services to government entities.
- b. Proposer shall demonstrate that staff is familiar with FEMA debris removal eligibility criteria, adequately trained and possess the skills to fulfill the duties of the job.
- c. Proposer must provide a safe working environment, including properly constructed monitoring towers.
- d. Proposer shall demonstrate knowledge of Federal, State and local reimbursement management.
- e. Proposer (Debris monitor) cannot be employed or affiliated with the debris removal contractor.

**4) PROPOSED PRICING**

- a. The hourly labor rates shall include all applicable overhead and profit. All non-labor related projects costs (including travel, lodging, per diem, communications, supply rental equipment and other direct project expenses) shall be billed to the City at cost without mark-up.

i) Positions:

- (1) Project/Operations Manager
- (2) Field Supervisor
- (3) Debris Site/Tower Monitors
- (4) Field Debris Collection/Code Monitors
- (5) Load Ticket Data Entry Clerks
- (6) Billing/Invoice Analysts
- (7) Project Assistants
- (8) FEMA, FHWA Coordinator
- (9) Environmental Specialist
- (10) GIS Analyst
- (11) Scheduler/Expeditor



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(12) Traditional Ticketing

(13) Electronic Ticketing

ii) Proposer may include other positions, with hourly rates, as needed.

**5) CITY'S RIGHT TO INSPECT**

Proposer shall currently have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered. The City reserves the right before recommending any award, to

inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.

**6) CONTRACT AWARD REQUIREMENTS**

- a. No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to the CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the CITY, or who is deemed irresponsible or unreliable by the CITY.
- b. As a part of the evaluation process, CITY may conduct a background investigation including a record check by the NORTH PORT Police Department. Proposer's submission constitutes acknowledgement of the process and consent to such investigation. CITY shall be the sole judge in determining Proposer's qualifications.
- c. Proposer shall be required to submit the following within ten (10) business days of issuing the notice of award:
  - i) Signed FINAL Agreement.
  - ii) Certificate of Insurance for Proposer and all subcontractors.
- d. Failure to submit contract award requirements within the above stated timeframe shall cause the Proposer to forfeit their surety/bid bond, if a surety/bid bond is a requirement of this solicitation.

**WORK ASSIGNMENTS:** Work assignments will be used to administer the contract.

For each proposed work assignment, the firm shall be required to prepare and submit drafts of scope of services, compensation schedule, time schedule, and list of personnel and sub-consultants necessary for the completion of the proposed tasks Any work Assignment over \$100,000 will require Commission approval. The City may, in its sole discretion, procure the services of any consultant at any time for any project as the City deems appropriate.

The Consultant shall not commence any Work until the Consultant has received a **fully executed Work Assignment** from the City serving as written Notice to Proceed ("NTP").

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**Schedule:**

An understanding and agreement, by and between the Consultant and the City, that the completion time will be as specified in approved work assignments and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

**NON-EXCLUSIVITY:** Work Assignment size may vary. No guarantee is expressed or implied by the City as to specific services, volume of work, or quantity of projects procured under this Request for Proposals. This contract does not entitle any firm to exclusive rights to City of North Port contracts. The City reserves the right to acquire services from other firms or perform "in-house" services for any purpose as it deems appropriate.

**END OF PART II**

**Disaster Debris Monitoring Services and Financial Recovery Management**

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**PART III – EVALUATION OF PROPOSALS**

**EVALUATION METHOD AND CRITERIA:** All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations **may not** be solicited.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

**AWARD CRITERIA:** Contractors are ranked in accordance with the evaluation criteria below, and shall not be limited to, considerations listed under **Part II thru Part V**. The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City's decision will be final. The City will initiate negotiations with the top ranked firm. If negotiations with the top ranked firm are not successful negotiations will begin with number two and then three if necessary.

If your firm has prior experience working with the City DO NOT assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects. Prior work done for the City may be used as a reference submitted by the Respondent if it is submitted within their proposal and similar to the work being requested in this RFP.

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**EVALUATION CRITERIA:** Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this proposal as follows:

**Remarks:** The assigned value is judged on a scale of 0 through 5

**0**=Information/documentation provided is not adequate for evaluation

**1**=Poor, Unacceptable, Needs major help to be acceptable

**2**=Marginal, Weak, Workable but needs clarifications

**3**=Good, No major weaknesses, Fully Acceptable as is

**4**=Excellent, Very good, Solid in all respects

**5**=Outstanding, out-of-the-box, Innovative

| <i>Evaluation Criteria</i>   | <i>Value</i>  | <i>Assigned Value</i> | <i>Weight 1-10</i> | <i>Score</i> |
|--|---------------|-----------------------|--------------------|--------------|
| <b>Experience and Expertise of Firm Tab 3</b>  | <b>0-5</b>    |                       | X 4                | =            |
| <b>Team Organization, Management and General Qualifications Tab 4</b>  | <b>0-5</b>    |                       | X 4                | =            |
| <b>Individual Qualifications Tab 4</b>   | <b>0-5</b>    |                       | X 3                | =            |
| <b>Project Approach Tab 5</b>  | <b>0-5</b>    |                       | X 3                | =            |
| <b>Response Time Requirements Tab 6</b>  | <b>0-5</b>    |                       | X 2                | =            |
| <b>Proposed Prices Tab 7</b>   | <b>0-5</b>    |                       | X 4                | =            |
| <b>SUB-TOTAL</b>   |               |                       |                    | <b>100</b>   |
| <b>THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:</b>   |               |                       |                    |              |
| MBE / WBE / VBE Certification*   | <b>0 or 3</b> |                       |                    |              |
| A. Certified Minority Value of 3   |               |                       | X 1                | =            |
| B. Non-certified or N/A Value of 0   |               |                       |                    |              |
| * Minority and Women-Owned Business Enterprise have a point value of either 0 or 3 – applies only to prime contractor and certificate must be submitted with proposal. This will be verified by Purchasing and provided at the evaluation meeting. |               |                       |                    |              |
| <b>TOTAL POINTS</b>  |               |                       |                    | <b>TBD</b>   |
| <b>REMARKS: Minority and Women Owned Business Enterprise have a point value of either 0 or 3.</b>  |               |                       |                    |              |

**SCORING:**

- 1) The Committee will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
  - a) Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion, unless the score for the criteria score is processed with a calculated formula.
  - b) The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
  - c) Each total raw score will be converted to an ordinal score.
- 2) Ordinal Scores are determined as the order of preference based on the individual member's raw scores.
  - a) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
  - b) The individual ordinal score for each proposer by each committee member are added together for a total ordinal score.

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- 3) The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.
- 4) The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:
  - a) Adjust their scoring based on committee discussion; or
  - b) Re-rank the proposers based on committee discussion; or
  - c) Determine a ranking by the consensus of the committee.
- 5) Committee may elect to hold a 'closed' meeting telephone discussions with each of the proposers to further clarify the City's requirements and the Proposer's proposals prior to the public ranking meeting.
- 6) The City may request and negotiate, from either a short list of qualified Bidder or the top ranked Bidder, a "Best and Final" offer.

**SELECTION – DISCUSSIONS, EVALUATIONS AND RANKING:** The Selection Committee shall evaluate and rank the proposals submitted by all responsive firms. The City anticipates entering into one (1) primary agreement with the number one (1) ranked firm and one (1) secondary agreement with the number two (2) ranked firm who submits the proposal judged to be most advantageous to the City. The Proposer understands that this RFP does not constitute an agreement with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute an agreement.

**Recommendation for Award:** Purchasing will prepare a recommendation memo for the City Manager to approve the Selection Committee's ranking. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract. The City Manager or his Designee will execute the contract.

**If presentations are not requested:** Contract negotiations will then commence with the top ranked firm upon City Manager approval. The department will prepare the agenda item for the next available Commission meeting and request the City Commission to approve the contract and authorize the City Manager or his designee to execute the contract with the top ranked, responsive and responsible firm.

**If presentations are requested - Formal Oral Presentations:** Purchasing will establish the schedule and proposers will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations will **NOT** be open to the public.

The City will allot equal time for each proposer. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

**Final Ranking (if presentations are requested) and Recommendation for Award:** Upon completion of the oral presentations, the Committee will rank the top three (3) proposers on their oral presentations to determine the top ranked proposer considered to be the most capable of performing the required project

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in the best interest of the City. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract and authorize the City Manager or his Designee to execute the contract with the top ranked, responsive and responsible firm.

**SCHEDULE:** The anticipated schedule for this project is as follows:

| <b>TIMELINE OF EVENTS</b>   | <b>EVENT TIME/PLACE</b>            | <b>EVENT DATE</b> |
|---|------------------------------------|-------------------|
| Issuance of Proposal  | 8:00 AM                            | 1/25/2019         |
| Non-mandatory Pre-proposal Meeting                                |                                    | No Meeting        |
| Deadline to submit questions/clarifications                       | 2:00 PM                            | March 4, 2019     |
| Submittal Due Date  | 2:00 PM                            | March 11, 2019    |
| Evaluations and Rankings<br>(OPEN TO PUBLIC)                      | 9:00 AM<br><br>CITY HALL, ROOM 244 | March 25, 2019    |
| Presentations – or - Negotiations Team Meeting (CLOSED TO PUBLIC) | tbd                                | tbd               |
| Agreement to Commission   | tbd                                | tbd               |

**END OF PART III**

**Disaster Debris Monitoring Services and Financial Recovery Management**

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**PART IV – RULES, INSTRUCTIONS AND CITY REQUIRED FORMS  
FOR  
PREPARING PROPOSALS**

**1. RULES FOR PROPOSALS** - The purpose of this section of the Solicitation Document is to identify the requirements

for Proposers to submit a **complete AND correct** Proposal Package, which shall cover:

A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Any questions regarding a project or submittal shall be **directed to Purchasing**. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.

C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."

D. The Proposal will either be typed or completed in legible handwriting using **blue ink**. The Proposer's authorized agent will sign the Proposal Forms in **blue ink**, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.

E. Proposer Registration with either the City or DemandStar is **not** required. The City utilizes [www.DemandStar.com](http://www.DemandStar.com) for their vendor database system: planholder list, and notification availability (ie. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's sole method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at [www.DemandStar.com](http://www.DemandStar.com) or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for either the City of North Port, you do NOT need to register again.**

**2. PROPOSAL FORMAT/REQUIREMENTS**

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

**TITLE PAGE:** Title Page shall show the request for proposal's subject, title and proposal number; the firm's legal name; points of contact information (name, telephone, cell, fax number and email address) and the date of the proposal.

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**TABLE OF CONTENTS:** The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

**TAB 1 - TRANSMITTAL LETTER:** The response shall contain a cover letter **signed in blue ink** by a person who is authorized to commit the Broker to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

**TAB 2 - TABLE OF CONTENTS:** The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

**Tab 3 –EXPERIENCE & EXPERTISE OF FIRM:** Relative to the scope of services for the project, describe the specific ability of the firm (Project Manager and other key personnel). Describe the **firm's experience** including number of years' experience, number of projects similar in size and scope to this project, past project experience relevant to this project, successes/failures relative to debris monitoring projects.

**Tab 4 – TEAM ORGANIZATION, MANAGEMENT, GENERAL & INDIVIDUAL QUALIFICATIONS:** Provide personnel, resources and resumes identifying the roles and responsibilities of participants. Provide past experiences of the individuals working as a team on projects relevant to this project, hierarchy/organizational chart, references.

**4.1 Resumes:** Provide resumes of all key personnel who will be assigned to the project. Resumes should include specific experience relative to debris monitoring projects including the number of years' experience in projects of similar size and scope and details in regard to the successful completion of the projects.

**4.2 Licenses:** Provide all licenses required to fulfill this RFP for all contractors and subcontractors.

**Tab 5 – APPROACH TO PROJECT/SCHEDULE:** Provide a short narrative describing the project based on your understanding of the RFP scope of services. Provide an overall, thorough plan detailing your approach to the project. Describe how the firm anticipates meeting the project schedule. Describe what problems you anticipate and how you propose to solve them.

**Tab 6 – RESPONSE TIME REQUIREMENTS:** Provide a thorough GUARANTEED response time plan, for each service proposed to mobilize and an estimated time of arrival to the City in the event of a disaster. Include the following information:

**EMERGENCY EVENT OPERATIONS**

\_\_\_\_\_ Hours after Event: Contractor Staff would report to the City's EOC.

\_\_\_\_\_ Hours after Event: Contractor ready to assist the City with truck certification.

\_\_\_\_\_ Hours after Event: Contractor to have monitors ready to begin debris removal operations.



**Disaster Debris Monitoring Services and Financial Recovery Management**

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Provide information on the location(s) that will be deemed the primary mobilization office for immediate response to a disaster event.

**TAB 7 - PROPOSED PRICES:** Proposers are **strongly encouraged to review and verify their prices as submitted.**

**TAB 8 - LITIGATION AND INSURANCE** - Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The proposer shall advise the amount of liability insurance you have.

**TAB 9 – ADDITIONAL INFORMATION:** Any other pertinent information the proposer chooses to provide.

**TAB 10 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS:** This checklist is provided to assist each proposer in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each proposer to submit with their response in order to make their response fully compliant. This checklist is a guideline which is to be executed and submitted with the required forms. It is the responsibility of each proposer to read and comply with the solicitation in its entirety.

**A. SUBMITTAL REQUIREMENTS**

1. **NUMBER OF PAGES:** SECTION III of the proposal shall not exceed (50) pages (one-sided) or (25) pages (two-sided) in length. *(The Title Page, Table of Contents, City Required Forms, resumes, and tabs do not count towards the TOTAL NUMBER OF PAGES).*
  - 1.1 When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; do not use three ring binders of any kind; and sections should be compiled in the sequence list above.
  - 1.2 Place proposal with all the required items in a sealed envelope clearly marked for Request for Proposal 2019-49, project name, name of proposer, due date and time.
2. **PAPER/FONT SIZE:** 8.5"x11"/Font Calibri 11, PDF format for all pages of the submittal.
3. **NUMBER OF ORIGINAL PROPOSALS:** One (1) original hard-copy **UNBOUND** (marked "ORIGINAL") and signed in blue ink. **NUMBER OF COPIES:** five (5) hard-copies **BOUND**(marked "COPY"). **(1 original + 5 copies = 6 total submittals).**

- B. USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) on a Flash Drive containing the entire submittal.

**CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49**

**Disaster Debris Monitoring Services and Financial Recovery Management**

**CITY REQUIRED FORMS:**

- ☐ Proposal Submittal Signature Form
- ☐ Statement of Organization
- ☐ References
- ☐ Minimum Qualifications Requirements
- ☐ Conflict of Interest
- ☐ Drug-Free Workplace (If Applicable)
- ☐ Public Entity Crime Information
- ☐ Non-Collusive Affidavit
- ☐ Disclosure Form for Consultant/Engineer/Architect
- ☐ Lobbying Certification
- ☐ Scrutinized Company Certification
- ☐ Price Schedule Form
- ☐ State of Florida Registration Requirements (<http://www.sunbiz.org/search.html>) Proposer shall be registered with the State of Florida to perform the professional services required for this proposal. A copy of Registration must be included with submission.

**D. FEDERAL REQUIRED FORMS:**

- ☐ Certification by Bidder – Executive Order 11246
- ☐ Federal Non-Collusion/Lobbying
- ☐ Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
- ☐ Acknowledgement of Terms, Conditions, and Grant Clauses
- ☐ Certifications and Representations -Grant Funds

**E. SAMPLE INSURANCE CERTIFICATE:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

☐ YES ☐ NO Sample Insurance Certificate is included with the submittal

**F. MBE/WBE/VBE:** If claiming Minority Business Enterprise/Women Business Enterprise/Veterans Business Enterprise, the Prime Firm (not sub-Contractor) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.

- ☐ YES, CLAIMING MBE/WBE/VBE STATUS AS PRIME ONLY
- ☐ YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE/VBE STATUS FROM THE STATE OF FLORIDA, AS OUTLINED SECTION 12.
- ☐ NOT CLAIMING MBE/WBE/VBE

**G. CREDIT CARDS** Does your company accept Credit Card Payments? ☐ YES ☐ NO

**Disaster Debris Monitoring Services and Financial Recovery Management**

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Credit card payments will be processed upon the City's inspection and acceptance of goods/services and receipt of invoice for payment. The City will not pay fees for credit card transactions.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**PROPOSAL SUBMITTAL SIGNATURE FORM**

**CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49**

**Disaster Debris Monitoring Services and Financial Recovery Management**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement, if the firm is awarded the Agreement by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

|                                |                                |
|--------------------------------|--------------------------------|
| Addendum No. _____ Dated _____ | Addendum No. _____ Dated _____ |
| Addendum No. _____ Dated _____ | Addendum No. _____ Dated _____ |
| Addendum No. _____ Dated _____ | Addendum No. _____ Dated _____ |

**Company Name** \_\_\_\_\_

**Contact Name** \_\_\_\_\_

|                    |               |              |
|--------------------|---------------|--------------|
| <b>Telephone #</b> | <b>E-Mail</b> | <b>Fax #</b> |
|--------------------|---------------|--------------|

**Main Office Address**

|             |              |                 |
|-------------|--------------|-----------------|
| <b>City</b> | <b>State</b> | <b>Zip Code</b> |
|-------------|--------------|-----------------|

**Address of Office Servicing City of North Port, if different than above:** ☐ **SAME AS ABOVE**

**Office Address**

|             |              |                 |
|-------------|--------------|-----------------|
| <b>City</b> | <b>State</b> | <b>Zip Code</b> |
|-------------|--------------|-----------------|

|                    |               |              |
|--------------------|---------------|--------------|
| <b>Telephone #</b> | <b>E-mail</b> | <b>Fax #</b> |
|--------------------|---------------|--------------|

**Name & Title of Firm Representative**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

**CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49**

**Disaster Debris Monitoring Services and Financial Recovery Management**

**STATEMENT OF ORGANIZATION**

**(Information Sheet for Transactions and Conveyances Corporation Identification)**

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

**Name of Respondent:**

\_\_\_\_\_

**DBA (if any):**

\_\_\_\_\_

**Type of Entity** (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc):

\_\_\_\_\_

**Business Address:**

\_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:**

\_\_\_\_\_

**E-Mail**

\_\_\_\_\_

\_\_\_\_\_

**Print Name and Title of person authorized to bind:**

\_\_\_\_\_

**Federal Identification Number:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

**(Please Check One)**

**Is this a Florida Corporation:**

☐ Yes

or

☐ No

**If not a Florida Corporation,**

In what state was it created:

\_\_\_\_\_

Name as spelled in that State:

\_\_\_\_\_

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**Disaster Debris Monitoring Services and Financial Recovery Management**

**What kind of corporation is it:** ☐ "For Profit" or ☐ "Not for Profit"

**Is it in good standing:** ☐ Yes or ☐ No

**Authorized to transact business  
in Florida:** ☐ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.:  
\_\_\_\_\_

**Does it use a registered fictitious name:** ☐ Yes or ☐ No

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

**Names of Officers:**

**President:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_

**Vice President:** \_\_\_\_\_

**Treasurer:** \_\_\_\_\_

**Director:** \_\_\_\_\_

**Director:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Name of Corporation** (As used in Florida):  
\_\_\_\_\_

(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box:  
\_\_\_\_\_

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

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**CITY OF NORTH PORT  
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**Disaster Debris Monitoring Services and Financial Recovery Management**

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Sworn to and subscribed before me this\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

NOTARY SEAL:

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

**CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49**

**Disaster Debris Monitoring Services and Financial Recovery Management**

**Scrutinized Company Certification Form**

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

Authorized Representative Name and Title \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

**CHOOSE ONE OF THE FOLLOWING**

☐ This bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

☐ This bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: \_\_\_\_\_ Date Certified: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**Solicitation/Contract/PO Number (Completed by Purchasing): \_\_\_\_\_**  
**(THIS PAGE MUST BE COMPLETED AND SUBMITTED)**



**Disaster Debris Monitoring Services and Financial Recovery Management**  
**MINIMUM QUALIFICATION REQUIREMENTS**

**If the Proposer does not meet ANY ONE of the Minimum Qualification Requirement they will be deemed non-responsive and/or non-responsible and thereby rejected.**

**1. PROPOSER'S CERTIFICATION OF MEETING ALL THE SOLICITATION'S MINIMUM QUALIFICATION REQUIREMENTS:**

- a. The Proposer (Company) has experience in the past seven (7) years in providing debris monitoring services to government entities. YES \_\_\_\_\_ NO \_\_\_\_\_
- b. Proposer's staff is familiar with FEMA debris removal eligibility criteria, adequately trained and possesses the skills to fulfill the duties of the job. YES \_\_\_\_\_ NO \_\_\_\_\_
- c. Proposer will provide a safe working environment, including properly constructed monitoring towers. YES \_\_\_\_\_ NO \_\_\_\_\_
- d. Proposer (Debris monitor) is not employed or affiliated with the debris removal contractor. YES \_\_\_\_\_ NO \_\_\_\_\_

**2. PERFORMANCE QUESTIONNAIRE – Proposers shall complete the questionnaire in its entirety:**

- a) Has the Proposer ever failed to complete a contract/project awarded to them?

☐ No or ☐ Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for failure to complete: \_\_\_\_\_

- b) Has the Proposer ever defaulted on any awarded contract/project?

☐ No or ☐ Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for default: \_\_\_\_\_

- c) Does the Proposer have current: 1) Outstanding contract claims against them by any Owner; or 2) contract litigation or dispute with any Owner; 3) Performance/Payment Bonds claims?

☐ No or ☐ Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Provide a detailed description of current claims or litigation with contract/project Owner:

\_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**CITY OF NORTH PORT  
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**Disaster Debris Monitoring Services and Financial Recovery Management**

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d) Does the Proposer have previous: 1) Contract claims against them by any Owner; or 2) Contract litigation or disputes with any Owner; 3) Performance/Payment Bonds claimed within the past THREE (3) YEARS?

☐ No or ☐ Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Provide a detailed description of claims or litigation with any contract/project Owner:

\_\_\_\_\_  
\_\_\_\_\_

e) Is the Proposer currently debarred or suspended from bidding on any governmental agencies solicitations?

☐ No or ☐ Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for debarment or suspension: \_\_\_\_\_

**3. SUBCONTRACTOR AFFIDAVIT**

**MANDATORY:** THIS SECTION MUST BE COMPLETED IN ORDER FOR YOUR RESPONSE TO BE CONSIDERED RESPONSIVE. The following work will be accomplished by the Subcontractors listed below:

- A. ☐ Percentage of Work/Services to be performed by Subcontractors: \_\_\_\_\_; or  
B. ☐ ALL Work/Services to be performed by the Proposer.

**SUBMISSION OF SUBCONTRACTOR LIST** – Upon request by the City, the apparent low Proposer, and any other Proposer so requested, shall submit a list of all Subcontractors to the City within forty-eight (48) hours.

After due investigation, if the City has reasonable objection to any proposed Subcontractor, the City may request the apparent low Proposer to submit an acceptable substitute Subcontractor without an increase in the price(s) proposed. If the apparent low Proposer declines to make any such substitution, the City has the right to reject the Proposer's submittal package and consider the next lowest Proposer. If bond was required, collection on the Proposer's Bid Bond/Surety will be pursued by the City. Any Subcontractor so listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the City.

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**CITY OF NORTH PORT  
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**Disaster Debris Monitoring Services and Financial Recovery Management**

**3. DELIVERY/RESPONSE TIME:** Proposers shall provide a GUARANTEED response time, for each service proposed to mobilize and an estimated time of arrival to the City in the event of a disaster. In the event deliveries or services are not made as specified to a City delivery point or project site, the Procurement Manager shall reserve the right to purchase any solicitation item from the next lowest Proposer.

**EMERGENCY EVENT OPERATIONS:**

\_\_\_\_\_ Hours after Event: Contractor Staff would report to the City's EOC

\_\_\_\_\_ Hours after Event: Contractor ready to assist the City with truck certification.

\_\_\_\_\_ Hours after Event: Contractor to have monitors ready to begin debris removal operations

**4. PRICE SCHEDULE FORM:**

- a. The hourly labor rates shall include all applicable overhead and profit. All non-labor related projects costs (including travel, lodging, per diem, communications, supply rental equipment and other direct project expenses) shall be billed to the City at cost without mark-up.
- b. Proposer may include other positions, with hourly rates, as needed.

| POSITIONS                             | HOURLY<br>LABOR RATES | EST. HOURS* | EXTENDED<br>TOTAL |
|---------------------------------------|-----------------------|-------------|-------------------|
| Project/Operations Manager            |                       | 180         |                   |
| Field Supervisor                      |                       | 210         |                   |
| Debris Site/Tower Monitors            |                       | 1740        |                   |
| Field Debris Collection/Code Monitors |                       | 7830        |                   |
| Load Ticket Data Entry Clerks         |                       | 2180        |                   |
| Billing/Invoice Analysts              |                       | 60          |                   |
| Project Assistants                    |                       | 150         |                   |
| FEMA, FHWA Coordinator                |                       | 20          |                   |
| Environmental Specialist              |                       | 30          |                   |
| GIS Analyst                           |                       | 20          |                   |
| Scheduler/Expeditor                   |                       | 100         |                   |
| Traditional Ticketing ****            |                       |             |                   |
| Electronic Ticketing ****             |                       |             |                   |
| Data Manager**                        |                       | 25          |                   |
|                                       |                       |             |                   |
|                                       |                       |             |                   |
| Other Positions:***                   |                       |             |                   |
| **** if not included in pricing above |                       |             |                   |
|                                       |                       |             |                   |
|                                       |                       |             |                   |
| Total of Extended Prices              |                       |             | \$                |

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

**Disaster Debris Monitoring Services and Financial Recovery Management**

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\* These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical event in the region. This is a “requirements” based “stand by” agreement and no minimum amount of hours/work is guaranteed or implied.

\*\*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data and recovery data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City’s representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues.

\*\*\*Please include any other required positions with hourly rates (attach job description for each position.

Note: Provide both unit price and extended total. Price **must** be stated in the units shown in the proposal form, and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

**No spaces are to be left blank, but should be marked as follows:**

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

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**REFERENCES/CLIENT LISTING**

The Proposer (Firm/Company) shall demonstrate experience in the last seven (7) years providing DEBRIS MANAGEMENT/DISASTER RECOVERY services as the **prime contractor** and, at least, in one (1) event, it is preferred that the prime contractor has provided services in a jurisdiction of at least 50,000 people. Proposers shall provide ALL requested information in this form to demonstrate meeting this requirement. Proposer's not demonstrating minimum similar and acceptable experience may be deemed non-responsible. In the event the Proposer has performed work for the City of North Port, the City's experience shall be considered when evaluating references for determining a responsible Proposer.

**1. Business/Customer Name:**

\_\_\_\_\_

Name of Contact Person/Title:

\_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address

\_\_\_\_\_

Duration of Contract or business relationship

\_\_\_\_\_

Type of Services Provided

\_\_\_\_\_

**2. Business/Customer Name:**

\_\_\_\_\_

Name of Contact Person/Title:

\_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address

\_\_\_\_\_

Duration of Contract or business relationship

\_\_\_\_\_

Type of Services Provided

\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

**CITY OF NORTH PORT  
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**Disaster Debris Monitoring Services and Financial Recovery Management**

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**3. Business/Customer Name:**

\_\_\_\_\_

Name of Contact Person/Title:

\_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address

\_\_\_\_\_

Duration of Contract or business relationship

\_\_\_\_\_

Type of Services Provided

\_\_\_\_\_

**4. Business/Customer Name:**

\_\_\_\_\_

Name of Contact Person/Title:

\_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address

\_\_\_\_\_

Duration of Contract or business relationship

\_\_\_\_\_

Type of Services Provided

\_\_\_\_\_

**5. Business/Customer Name:**

\_\_\_\_\_

Name of Contact Person/Title:

\_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address

\_\_\_\_\_

Duration of Contract or business relationship

\_\_\_\_\_

**Disaster Debris Monitoring Services and Financial Recovery Management**

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Type of Services Provided

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**COMPANY NAME:**

---

**SIGNATURE:**

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**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

*CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49*

**Disaster Debris Monitoring Services and Financial Recovery Management**

**DRUG FREE WORKPLACE FORM**

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

**Check one:**

- ☐ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- ☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**



CITY OF NORTH PORT  
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**Disaster Debris Monitoring Services and Financial Recovery Management**

**PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, \_\_\_\_\_, being an authorized representative of the  
Respondent, \_\_\_\_\_, located at  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_, have read  
and understand the contents above. I further certify that Respondent is not disqualified from replying to  
this solicitation because of F.S. §287.133.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

NOTARY SEAL:

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49

**Disaster Debris Monitoring Services and Financial Recovery Management**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

Before me, the undersigned authority, personally appeared:

\_\_\_\_\_ who, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

NOTARY SEAL:

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**CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49**

**Disaster Debris Monitoring Services and Financial Recovery Management**

**CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

**PART I.**

- ☐ I am an employee, public officer or advisory board member of the City  
\_\_\_\_\_ (List Position Or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the City  
**Name:** \_\_\_\_\_
- ☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
**Name:** \_\_\_\_\_
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City  
**Name:** \_\_\_\_\_
- ☐ None Of The Above

**PART II:**

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12)
- ☐ I will NOT request an advisory board member waiver under §112.313(12)
- ☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49

**Disaster Debris Monitoring Services and Financial Recovery Management**

**LOBBYING CERTIFICATION**

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

STATE OF FLORIDA  
COUNTY OF SARASOTA

This \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is the authorized representative of \_\_\_\_\_ (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City 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 either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

NOTARY SEAL:

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CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49

**Disaster Debris Monitoring Services and Financial Recovery Management**

**CERTIFICATION BY BIDDER**

Executive Order 11246 (contracts/subcontracts above \$10,000)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the ITB opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. **Yes [ ] No [ ]**
2. Compliance reports were required to be filed in connection with such contract or subcontract. **Yes [ ] No [ ]**
3. bidder has filed all compliance reports due under applicable instructions. **Yes [ ] No [ ]**
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended?  
**Yes [ ] No [ ]**

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

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**CITY OF NORTH PORT**  
**REQUEST FOR PROPOSAL NO. 2019-49**

**Disaster Debris Monitoring Services and Financial Recovery Management**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of North Port.

The Bidder 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.

This certification is a material representation of fact relied upon by the City of North Port. 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 the City of North Port, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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.

\_\_\_\_\_  
Company (Bidder) Name

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Federal Issued Tax  
Identification Number

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
CAGE Code issued through [www.sam.gov](http://www.sam.gov)

(If Social Security number DO NOT enter)

DATE: \_\_\_\_\_

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Disaster Debris Monitoring Services and Financial Recovery Management

## **CERTIFICATIONS AND REPRESENTATIONS**

### **(GRANTFUNDS)**

#### **1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION**

**For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently \$100,000), the Offeror must complete and sign the following:**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No 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 on his or her behalf 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;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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**Disaster Debris Monitoring Services and Financial Recovery Management**

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**ACKNOWLEDGEMENT OF TERMS, CONDITIONS, AND GRANT CLAUSES**

**Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of North Port for review and approval. The bidder agrees to include in the subcontract that:

- (1) the subcontractor is bound by the terms of this Agreement;
- (2) the subcontractor is bound by all applicable state and federal laws and regulations; and
- (3) the subcontractor shall hold the City of North Port, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

**Grant Conditions and Federal Provisions**

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**



**CITY OF NORTH PORT  
REQUEST FOR PROPOSAL NO. 2019-49**

**Disaster Debris Monitoring Services and Financial Recovery Management  
FEDERAL NON-COLLUSION /LOBBYING CERTIFICATION**

\_\_\_\_\_, being the authorized Agent, certifies that: He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Proposal.

**NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**LOBBYING CERTIFICATION**

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

(a) 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 either directly or indirectly an officer or employee of any state or federal 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.

(b) 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-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(c) 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, US Code. Any persons who fail 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 failure.”

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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Disaster Debris Monitoring Services and Financial Recovery Management

DISCLOSURE FORM  
FOR  
CONSULTANT/ENGINEER/ARCHITECT

Please select (only) one of the following three options:

☐ Our firm has no actual, potential, or reasonably perceived, **financial\*** or **other interest\*\*** in the outcome of the project.

☐ Our firm has a potential or reasonably perceived **financial\*** or **other interest\*\*** in the outcome of the project as described here: \_\_\_\_\_.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan: \_\_\_\_\_.

☐ Our firm has an actual **financial\*** or **other interest\*\*** in the outcome of the project as described here: \_\_\_\_\_.

**\*What does "financial interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm's findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

**\*\*What does "other interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm's findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME: \_\_\_\_\_

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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*CITY OF NORTH PORT*  
*REQUEST FOR PROPOSAL NO. 2019-49*  
**Disaster Debris Monitoring Services and Financial Recovery Management**

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**PART V. SAMPLE AGREEMENT**

**"SAMPLE" AGREEMENT #2019-49(Subject to change)**  
**NON-EXCLUSIVE DISASTER DEBRIS MONITORING SERVICES**  
**AND FINANCIAL RECOVERY MANAGEMENT AGREEMENT**

**THIS NON-EXCLUSIVE AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_ 2019, by and between the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Contractor."

The parties agree as follows:

**1. SCOPE OF SERVICES**

- A. Contractor agrees to diligently and timely perform services for the City relating to DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY MANAGEMENT. The overall Scope of Services is described in Exhibit "A," and is incorporated herein.
- B. Pre-Event Agreement. The parties acknowledge that this is a pre-event agreement. In the event the City desires to utilize the services of the Contractor, the parties agree to negotiate and enter into a separate "Notice to Proceed" for each event project. The Notice To Proceed shall be on a form prepared by the City and shall include the specific scope of work, cost, and time of performance for each project.
- C. Contractor acknowledges and confirms that the City may engage a primary and secondary contractor to provide the services described in Request for Proposal (RFP) No. 2019-49 and that the City must give preference to the primary contractor when assigning the work to be provided in association with the City's clean up and recovery from a particular disaster. If the primary contractor is determined to be unable to perform by the City in its sole discretion, the City will proceed to authorize the secondary contractor to provide services. Contractor has been designated the \_\_\_\_\_ contractor under this Agreement.

**2. RESPONSIBILITIES OF THE CONTRACTOR**

- A. The Contractor must supervise and direct the work performed under this Agreement, give it all the attention necessary for such proper supervision and direction, and must not employ for work on the project any person without sufficient skill to perform the job for which the person is employed. The Contractor is solely responsible for all duties under this Agreement, including but not limited to, the techniques, sequences, procedures, and means, and for all coordination of the work.

The Contractor assumes full responsibility for acts, negligence, or omissions of all of its employees on the project, for those of its sub-contractors and their employees, and for those of all other persons doing work under a contract with it. All contracts between the Contractor and any such

**Disaster Debris Monitoring Services and Financial Recovery Management**

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sub-contractor(s) as the Contractor shall hire, must conform to the provisions of this Agreement and the proposal documents and must incorporate in them the relevant portions of this Agreement.

- B. **Furnishing of Labor and Materials.** The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, all transportation, and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained, and with RFP No. 2019-49, including the specifications, addendums, and with the proposal submitted by the Contractor and on file with the City. The foregoing RFP (not including the Sample agreement), specifications, and proposal submitted by the Contractor, are hereby specifically made a part of this Agreement and are incorporated herein.
- C. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, Contractor must comply with all public records laws, and must specifically:
1. Keep and maintain public records required by the City to perform the service.
    - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
    - b. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
  2. Upon request from the CITY's custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
  3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to CITY following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
  4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the

**Disaster Debris Monitoring Services and Financial Recovery Management**

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Agreement, the Contractor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor must meet all applicable requirements for retaining public records.

5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL [kpeto@cityofnorthport.com](mailto:kpeto@cityofnorthport.com).
6. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes, Section 119.10.

**3. TERM**

- A. Agreement Term. This Agreement is in effect for a three (3) year period that begins on the day of the award. Should any active individual event extend beyond the expiration date of this Agreement, the term must be extended until the project has been satisfactorily and successfully completed and accepted. The City retains the right to renew this initial Agreement under the same terms and conditions and upon mutual agreement with the Contractor. This Agreement may be renewed for a period not exceed three (3) years. Renewal of this Agreement must be in writing and is subject to the same terms and conditions as set forth in the initial Agreement. A renewal agreement may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the City and subject to the availability of funds.
- B. The City reserves the right to discontinue this Agreement in any year of a renewal period if it is deemed to be in the best interest of the City.
- C. No guarantee is expressed or implied as to the volume of services to be purchased under this Agreement.

**4. AUTHORIZATION OF STANDBY STATUS**

- A. Upon activation of this Agreement, the City will issue a written notice for Contractor to be placed on Standby Status. The notice will include all services and commodities authorized by the City to be included during Standby Status. Standby Status must be provided at no cost to the City. If Contractor is unable to timely provide services under this Agreement, as determined by the City in its sole discretion, the City may have its secondary debris monitoring contractor provide the services.

**Disaster Debris Monitoring Services and Financial Recovery Management**

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- B. Following the disaster event, the City will issue a Notice to Proceed to the Contractor identifying the services to be provided. The mobilization time for services and equipment must be in accordance with Exhibit "A," which is attached hereto and incorporated herein. The Notice to Proceed will indicate the not-to-exceed amount for the services to be provided.

**5. PAYMENT**

- A. Delivered Prices. Agreement prices are freight prepaid and allowed/destination. Agreement prices are inclusive of labor, equipment, transportation, freight, handling, delivery, surcharges, and any other incidental charges that may be required for the completion of work under this Agreement. The Agreement price schedule is defined in Exhibit "B."
- B. Maximum Ceiling Unit Prices. The prices included in this Agreement are maximum ceiling unit prices. The unit price for an event will be negotiated between the City and Contractor after the event. Maximum ceiling unit prices that exceed the FEMA approved unit prices for the event must be reduced to be equal or less than FEMA's allowed unit prices.
- C. Fixed Price Term. Contractor must supply the City the items and/or services listed at firm delivered maximum ceiling prices for the first year of the initial Agreement term.
- D. Price Adjustments.
  - 1. The City will allow one (1) price adjustment in the second year of the initial Agreement term and one (1) price adjustment in the third year of the initial Agreement term. It is at the City's discretion to continue the second and/or the third year price for the initial Agreement term. Additional consideration by the City may be given for extreme and unforeseen volatility in the marketplace as specified below.
  - 2. Price adjustments during the second and third year of the initial Agreement term are allowed but must not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request for price adjustment. This request becomes effective thirty (30) days from the date the notice was received by the City from the Contractor for all purchases and services ordered after the effective date.
  - 3. Equitable Adjustments. Equitable adjustment(s) are temporary due to the reason for the adjustment. All equitable adjustments must be evaluated by the City to determine if the reason for the adjustment remains valid. When the reason for the adjustment is no longer valid the City will terminate the adjustment and notify the Contractor. The City may, in its sole discretion, make an equitable adjustment in the Agreement terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that satisfy all the following criteria:
    - a. The volatility is due to causes wholly beyond the Contractor's control;
    - b. The volatility impacts the marketplace or industry, not just the particular source of supply for this Agreement;
    - c. The impact on pricing or availability of supply is substantial; and

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- d. The volatility so impacts the contractor that continued performance of this Agreement would result in a substantial loss.
- 4. The City reserves the right to renegotiate this Agreement if the prices exceed the current marketplace.
- 5. Contract Renewal. Price adjustment is permitted during the optional renewal period. However, only one (1) adjustment for each year of the renewal period is permitted.

**6. INVOICING/PAYMENT TERMS**

- A. Payment to the Contractor will be issued by the City's Finance Department in accordance with Florida Statutes, Chapter 218, the Local Government Prompt Payment Act upon receipt of the Contractor's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Agreement. The Contractor must submit an invoice for payment to the City for those specific tasks that were completed during the invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City based on the percentage of the amount for those specific services. The Contractor's invoices must be in a form satisfactory to the City's Finance Department, who will initiate disbursements.
- B. Invoices for payment shall be submitted on a regular basis and for no more than a thirty (30) day period.
- C. The Purchase Order number must appear on all invoices. Invoices must be detailed and annotate the services provided, unit prices, extended prices, and correlate to and include the following:
  - 1. Supporting documentation and invoices for services performed or goods furnished by the Contractor; and
  - 2. Copies of all sub-contractor invoices and contracts between the Contractor and sub-contractors.
- D. Price/Sales Tax. Unless otherwise specified herein, the unit prices herein do not include sales or use tax.

**7. WARRANTY/GUARANTEES**

- A. Covenant Against Gratuities. Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, City is entitled to pursue the same remedies including, but not limited to, termination, against Contractor as it could pursue in the event of Contractor's default.

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- B. Merchantability Warranty. The goods or items furnished must be of a merchantability quality. They also must be suitable for the particular purpose as referenced in the solicitation document and in all supporting literature relating to the goods or items being purchased.
- C. Specification Warranty. The awarded Contractor warrants that all services will be in full accordance with the specifications and requirements of this solicitation document and this Agreement.

**8. CHANGE ORDER/AMENDMENTS TO AGREEMENT**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written, with respect to the subject matter. All requests for changes (whether Change Orders (contingency funds for unforeseen/time extensions) or Amendments (not contingency funds/time extensions) to this Agreement must be made in writing and no amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under this Agreement.
- B. The Contractor fully understands and accepts the City's Change Order Policy. In the event the Contractor begins work on unauthorized changes prior to receiving a signed Change Order they do so at their own expense and risk of not being compensated by the City for performing the unauthorized work.

**9. INSURANCE**

- A. Before performing any work, Contractor must procure and maintain, during the life of this Agreement, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida, and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with Contractor.
  - 1. Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
  - 2. Comprehensive Commercial General Liability Insurance: Occurrence form required. Aggregate must apply separately to this Agreement. Minimum \$300,000 each occurrence; \$600,000 general aggregate; \$600,000 products and completed ops; and \$100,000 fire damage.



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3. **Automobile Insurance:** To include all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than \$300,000 per person; \$300,000 per accident; and \$300,000 property damage, with contractual liability coverage for all work performed under this Agreement.
  4. **Professional Liability Insurance:** A minimum \$1,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.
- B. **WAIVER OF SUBROGATION:** All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any sub-contractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible.
- C. **POLICY FORM:**
1. All policies required by this Agreement, with the exception of Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insureds as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
  2. Insurance requirements itemized in this Agreement, and required of the Contractor, must be provided by or on behalf of all sub-contractors to cover their operations performed under this

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Agreement. The Contractor will be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

3. Each insurance policy required by this Agreement shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.
4. The City retains the right to review, at any time, coverage, form, and amount of insurance.
5. **The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.**
6. The Contractor is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and is solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions), or any loss or portion of any loss that is not covered by any available insurance policy.
7. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before Contractor will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement must be provided to the Contractor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

**10. INDEMNITY**

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- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS AGREEMENT. THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
  
- B. THE CITY SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY SHALL PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
  
- C. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
  
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.
  
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

**11. CONTRACTOR'S REPRESENTATIONS:** In order to induce the City to enter into this Agreement, Contractor makes the following representations and assurances:

- A. The Contractor will furnish each of its sub-contractors copies of the Agreement documents required for their work.
  
- B. Contractor is familiar with the nature and extent of the Agreement documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work to be done under this Agreement.

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- C. Contractor has given the City written notice of all conflicts, errors, and/or discrepancies that it has discovered in the Agreement documents and the written resolution thereof by the City is acceptable to the Contractor.
- D. Competent Personnel. Contractor warrants that all services provided under this Agreement will be performed by skilled and competent personnel to the highest professional standards for the scope of work.

**12. FEDERAL COMPLIANCE:** Contractor must comply with the following Federal requirements as applicable:

A In addition to other provisions required by the Federal agency or the City of North Port, Florida (herein after referred to as the "City"), all contracts entered into by the City under a Federal award must contain the following provisions, as applicable. Should there be any conflict between the provisions contained in the solicitation or any resulting agreement the following provisions shall prevail:

**13. PURPOSE**

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, any resulting contract shall be subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II, and as otherwise may be listed herein.

**14. FEDERAL FUNDING**

- A. When property or services are procured using funds derived from a Federal grant or agreement, whether direct to the City or "pass-through" from another entity, the City is required to and will follow the Federal procurement standards set forth in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Sections 200.213 and 200.317 through 200.326.
- B. Contract Cost and Price: For every procurement in excess of \$100,000, including Change Orders or Contract Amendments greater than \$100,000, the City shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the City shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit shall not be used.

**15. RECIPIENTS AND SUBCONTRACTS**

Awarded Bidder(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.

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**16. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)**

- A. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- B. Vendors/bidders shall enroll in the E-Verify program and provide the City with evidence of their enrollment as an attachment to their proposal. Evidence of enrollment may include, but is not limited to, the following:
  - 1. A copy of the properly completed E-Verify Company Profile page; or
  - 2. A copy of the fully executed E-Verify Memorandum of Understanding for the company.
- C. Vendors/bidders shall provide the City with an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.
- D. If a vendor/bidder does not provide the City with evidence of their E-Verify enrollment and an executed affidavit of compliance, the vendor's/bidder's proposal may be deemed non-responsive.
- E. Subcontractor requirement: Vendors/bidders shall require all contracts or agreements that they enter into with a subcontractor to include a requirement that the subcontractor enroll and participate in the E-Verify program.
- F. The vendor/bidder is responsible for familiarizing themselves with all rules and regulations governing the E-Verify program. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>

**17. ENERGY POLICY AND CONSERVATION ACT**

Contractor must follow any mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**18. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, DISADVANTAGE BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

- A. The Contractor agrees to ensure that Small and Minority Businesses, Women's and Disadvantage Business Enterprises, and labor surplus area firms have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, Contractor shall take all necessary and reasonable affirmative steps in accordance with 2 C.F.R., Part 200.321, as amended, to ensure that these enterprises and areas have the maximum opportunity to compete for and perform contracts.

Affirmative steps must include:

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7. Contractor shall place qualified small and minority businesses and women's business enterprises on solicitation lists.
  8. Whenever they are potential sources, Contractor shall include small and minority businesses, and women's business enterprises, in all solicitations.
  9. Whenever possible, Contractor shall use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
  10. When economically feasible, Contract shall divide total requirements, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
  11. Where the requirement permit, Contractor shall establish delivery schedules which encourage participation by small and minority businesses, and women's business enterprises.
  12. Where subcontracts are to be let, Contractor shall require its subcontractor(s) to take the above-listed affirmative steps.
- B. The Labor Surplus Area's for fiscal year 2018 in Florida near the City of North Port are the following Counties; Hardee, Hendry, and Highlands.

**19. SYSTEM FOR AWARD MANAGEMENT MAINTENANCE UNDER 48 CFR 52.204-13 – CONTRACTOR'S REQUIREMENT FOR MAINTAINING DUNS NUMBER AND CAGE CODE**

- N. The awarded Contractor(s) will be required to obtain and maintain a current Data Universal Numbering System Number (DUNS) and Contractor and Government Entity (CAGE) code registration for the life of this Contract.
- O. The following definitions apply to the terms used in this section:
1. "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.
  2. "Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR subpart 32.11) for the same concern.
  3. "Registered in the System for Award Management (SAM) database" means that:
    - a. The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as

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- data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- b. The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
  - c. The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
  - d. The Government has marked the record "Active."
4. "System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes:
- a. Data collected from prospective Federal awardees required for the conduct of business with the Government;
  - b. Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and iii. Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.
- P. Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.
- Q. If the Bidder does not become registered in the SAM database in the time prescribed in this solicitation, the City will proceed to award to the next lowest responsive and responsible registered Bidder.
- R. Processing time, which normally takes 48 hours, should be taken into consideration when registering in the SAM database. Bidders who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- S. By submission of a Proposal, the bidder acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever

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occurs first.

- T. Contractor changes: If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the Contract), or has transferred the assets used in performing the Contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in 48 CFR Part 42, subpart 42.12, the Contractor shall provide the City's Contract Administrator a minimum of one (1) business day's written notification of its intention to:
1. Change the name in the SAM database;
  2. Comply with the requirements of subpart 42.12 of the FAR; and
  3. Agree in writing to the timeline and procedures specified by the responsible Contract Administrator. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.
- U. If the Contractor fails to comply with the requirements of paragraph G. of this section, or fails to perform the agreement at paragraph G.3. of this section, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the Contract will be considered to be incorrect information and breach of this Contract.
- V. The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information and breach of this Contract.
- W. The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the Contract. The Contractor shall communicate any change to the DUNS number to the City within thirty (30) days after the change, so an appropriate modification can be issued to update the data on the Contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted.
- X. The bidder shall enter, on the Bidder's response, the DUNS or DUNS +4 number that identifies the bidder's name and address exactly as stated in the bid. The DUNS number will be used by the Procurement Office to verify that the bidder is registered in the SAM database.
- i) If the bidder does not have a DUNS number, it should contact D&B directly to obtain one.
- (1) A bidder may obtain a DUNS number as follows:
- (a) Via the Internet at <http://fedgov.dnb.com/webform>, or if the bidder does not have internet access, by contacting D&B at 1-866-705-5711 if located within the United States; or



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(b) If located outside the United States, by contacting the local D&B office. The bidder should indicate that it is a bidder for a U.S. Government contract when contacting the local D&B office.

(2) The bidder should be prepared to provide the following information:

(a) Company legal business.

(b) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(c) Company Physical Street Address, City, State, and ZIP Code.

(d) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(e) Company Telephone Number.

(f) Date the company was started.

(g) Number of employees at your location.

(h) Chief executive officer/key manager.

(i) Line of business (industry).

(j) Company Headquarters name and address (reporting relationship within your entity).

Y. Contractors may obtain additional information of registration and annual confirmation requirements at <https://www.acquisition.gov> or Dun & Bradstreet at <http://fedgov.dnb.com/webform> or 1-866-705-5711.

**20. FEDERAL COMPLIANCE** - Contractor shall comply with the following Federal requirements as they apply to: **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.**

**21. REMEDIES**

A. In the event the Contractor violates, breaches, fails to satisfactorily perform, or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either exclusively, concurrently or consecutively:

1. Request additional information from the Contractor to determine the reasons for or the extent of breach, non-compliance or lack of performance.
2. Issue Contractor a written warning to advise that more serious measures may be taken if the situation is not corrected.

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3. Advise the Contractor to suspend, discontinue or refrain from incurring additional costs for any activities in question.
  4. Require the Contractor to reimburse the City for the amount of costs incurred for any items determined to be ineligible.
  5. Withhold or suspend payment of all or any part of a request for payment.
  6. Require that the Contractor refund to the City any monies used for ineligible purposes under the terms of the Contract, or the laws, rules and regulations governing the use of these funds.
  7. Terminate all or part of the Contract.
- B. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Contract between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in Sarasota County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Tampa Division. Neither the pendency of a dispute nor its consideration by the City's contract manager will excuse the Contractor from full and timely performance in accordance with the terms of the Contract.
- C. Pursuing any of the above remedies will not prohibit the City from pursuing any other rights or remedies, which may otherwise be available under law or in equity. If the City waives any right or remedy in this Contract or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other act or omission by the Contractor.
- D. If unresolvable differences or controversies arise between the City and the Contractor regarding the terms or requirements of either party under this Contract, that cannot be resolved by mutual agreement of the parties, the Contractor may submit a written request to the City Manager for a final decision concerning the controversy.
- E. Within thirty (30) days after a written request is received by the City Manager, the Contractor will be provided with a written final decision by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision by the City Manager shall be considered the final decision of the City regarding the controversy.

**22. TERMINATION AND DEFAULT:**

The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to the Contractor to terminate the services of the Contractor and, in that event, the Contractor shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by

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the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract.

A. Funding in Subsequent Fiscal Years: It is expressly understood by the City and the Contractor that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

B. In the event that the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.

C. The Contractor shall have the right to terminate the Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

D. The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.

K. In the event Contractor breaches this Contract, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:

8. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Contract;
9. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
10. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
11. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
12. Claims made, or likely to be made, against the City or its property;
13. Loss caused by the Contractor;

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14. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
  8. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.
  9. In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.
- L. Termination With or Without Cause:** The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.
- The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.
- M. Termination for Default:** Contractor/vendor acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the contract, are material inducements to City entering into an agreement. Should Contractor/vendor fail to perform any of the conditions, covenants and requirements of its part to be kept, the City Manager shall give written notice thereof to contractor/vendor specifying those acts to things which must occur in order to cure said default. Provided, however, if Contractor/vendor makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant Contractor/vendor additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Manager may terminate the agreement, by written notice of termination, said notice specifying the time and date of termination.
- N. Termination for Convenience:** The performance of work under the contract may be terminated by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City of North Port's best interest. Any such termination shall be effected by the delivery to the contractor/vendor of a written notice of termination at least (30) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor/vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- O. Payment and Ownership of Documents upon Termination:** In the event of termination of the agreement, the vendor shall cease work and shall deliver to the CITY all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional certification.

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The vendor shall reimburse the CITY for any stored items that the CITY has previously purchased. City shall upon delivery of the aforesaid documents, pay the contractor/vendor as full payment for its services hereunder, a sum of money equal to the percentage of the work done by contractor/vendor and accepted as satisfactory by the CITY.

- P. Waiver:** Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default hereunder by the successful proposer, should not be deemed to be a waiver of any default or breach by the City.

**23. EQUAL EMPLOYMENT OPPORTUNITY**

A. During the Performance of this Contract, the Contractor agrees as follows:

1. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:  
  
Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
10. The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
11. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

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debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- B. Subcontracts: Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

**24. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT (IF APPLICABLE)**

*The Davis-Bacon Act and Copeland-Anti-Kickback Act only apply to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. These Acts do not apply to other FEMA grant and cooperative agreement programs, such as FEMA's Public Assistance Grant Program.*

**24.1 DAVIS BACON ACT: (IF APPLICABLE)**

- A. Contractor shall 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.
- B. Contractor shall pay wages not less than once a week.
- C. If applicable, the City has placed a copy of the current prevailing wage determination issued by the Department of Labor in the underlying solicitation for this Contract. The decision to award this Contract or any subcontract shall be conditioned upon the acceptance of the provided wage determination. The City shall report all suspected or reported violations to the Federal awarding agency.

**24.2 COPELAND ANTI-KICKBACK ACT: (IF APPLICABLE)**

- A. Compliance with the Copeland "Anti-Kickback" Act.
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 the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

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Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. 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.

**25. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (IF APPLICABLE)**

*This requirement applies to all FEMA grant and cooperative agreement programs.*

- A. Pursuant to 40 U.S.C. § 3702, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.
- B. Pursuant to 40 U.S.C. § 3704, if the Contract is for construction work, Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. However, these requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**26. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (IF APPLICABLE)**

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be



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necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (DOES NOT APPLY)**

*Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”*

*If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a), and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.*

*The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.*

*Pursuant to 37 C.F.R. Part 401, each funding agreement awarded to a small business firm or nonprofit organization (except those subject to 35 U.S.C. 212) shall contain the clause found in § 401.14(a) with such modifications and tailoring as authorized or required elsewhere in this part.*

**28. PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS) (IF APPLICABLE)**

**A. Definitions**

1. Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321et seq.).
2. Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7

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U.S.C. 2401(d)) must also occur during the period of Contract performance.

3. Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
5. Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 ( 15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 ( 26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code ( 25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

**B. Allocation of Principal Rights**

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

*When the agency head or duly authorized designee determines at the time of contracting with a small business firm or nonprofit organization that it would be in the national interest to acquire the right to sublicense foreign governments or international organizations pursuant to any existing treaty or international agreement, the following sentence may be added at the end of paragraph B.:*

This license will include the right of the government to sublicense foreign governments, their nationals, and international organizations, pursuant to the following treaties or international agreements:

*If the funding agreement involves performance over an extended period of time, such as the typical funding agreement for the operation of a government-owned facility, the following language may also be added:*

The agency reserves the right to unilaterally amend this funding agreement to identify specific treaties or international agreements entered into or to be entered into by the government after the effective date of this funding agreement and effectuate those license or other rights which are necessary for the government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions

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made after the date of the amendment.

**C. Invention Disclosure, Election of Title and Filing of Patent Application by Contractor**

1. The Contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
2. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

**D. Conditions When the Government May Obtain Title**

The contractor will convey to the Federal agency, upon written request, title to any subject invention.

1. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within sixty (60) days after learning of the failure of the contractor to disclose or elect within the specified times.
2. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the

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Federal agency, the Contractor shall continue to retain title in that country.

3. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

**E. Minimum Rights to Contractor and Protection of the Contractor Right to File**

1. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.
2. The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty (30) days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

**F. Contractor Action to Protect the Government's Interest**

1. The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure

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provisions of paragraph C., above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by C.1., above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3. The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
4. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

*If the Contract is for the operation of a government-owned facility, the City may add the following at the end of paragraph F.:*

5. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a description of the procedures to the contracting officer so that the contracting officer may evaluate and determine their effectiveness.

*The City may add additional subparagraphs to paragraph F. to require the Contractor to do one or more of the following:*

1. Provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.
2. Provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the contractor has applied for a patent.
3. Provide periodic (but no more frequently than annual) listings of all subject inventions which were disclosed to the agency during the period covered by the report.

**G. Subcontracts**

1. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

**H. Reporting on Utilization of Subject Inventions**

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The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph J. of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Contractor.

**I. Preference for United States Industry**

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

**J. March-in Rights**

The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph I. of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

**K. Special Provisions for Contracts with Nonprofit Organizations**

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If the Contractor is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
2. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

*If the Contract is with a nonprofit organization and is for the operation of a government-owned, contractor-operated facility, the following will be substituted for paragraph K.3.:*

3. After payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, the balance of any royalties or income earned and retained by the contractor during any fiscal year on subject inventions under this or any successor contract containing the same requirement, up to any amount equal to five percent of the budget of the facility for that fiscal year, shall be used by the contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility. If the balance exceeds five percent, 75 percent of the excess above five percent shall be paid by the contractor to the Treasury of the United States and the remaining 25 percent shall be used by the contractor only for the same purposes as described above. To the extent it provides the most effective technology transfer, the licensing of subject inventions shall be administered by contractor employees on location at the facility.
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph K.4.

L. COMMUNICATION- For all matters relating to the clause above, Contractor shall communicate with

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the City's Public Information Officer (PIO) or Communications Manager at 941-429-7077.

- Z. COPYRIGHTS - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

**29. CLEAN AIR ACT**

- A. 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.
- B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Department of Health or Florida Department of Business and Professional Responsibility, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. 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.

**30. FEDERAL WATER POLLUTION CONTROL ACT**

- A. 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.
- B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. 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.

**31. DEBARMENT AND SUSPENSION**

- A. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, because it is a contract for goods or services that includes the below listed items. As such the Contractor shall verify that neither the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are "excluded," as defined at 2 C.F.R. § 180.940, or "disqualified," as defined at 2 C.F.R. § 180.935.
  - 1. The Contract is awarded by the City in the amount of at least \$25,000.
  - 2. The Contract requires the approval of FEMA, regardless of amount.



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3. The Contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- B. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. 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.
- E. The Contractor shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions Form, and return it to the City with their Proposal.
- F. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**32. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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.

**33. PROCUREMENT OF RECOVERED MATERIALS**

- A. 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:

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1. Competitively within a timeframe providing for compliance with the Contract performance schedule; or
  2. Meeting Contract performance requirements; or
  3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**34. ACCESS TO RECORDS**

- A. Access to Records.
1. The Contractor agrees to provide the City, 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 its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
  4. Such records will be maintained for five (5) years after the completion of the work done under the Contract and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period. The City retains a firm, which annually audits records; should records be required within that period, Contractor will be notified in writing.
- B. Federal Records Requirements: If applicable, records retention and access to records shall comply with the Federal Highway Administration and the Office of the Inspector General.

**35. DHS SEAL, LOGO, AND FLAGS**

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

**36. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

The parties to this Contract acknowledge that FEMA financial assistance will be used to fund this Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**37. NO OBLIGATION BY FEDERAL GOVERNMENT**

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The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this Contract.

**38. 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 taken pursuant to this Contract.

**39. TIME AND MATERIAL CONTRACTS, IF REQUIRED**

i) As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

(1) Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

(2) In accordance with 2 CFR §200.318(j)

(a) All Time and Materials contracts must have a not-to-exceed ceiling price, which the Contractor exceeds at their own risk.

(b) The not-to-exceed ceiling prices is inclusive of:

- (i) Actual cost of material, rentals, subcontracted or sublet service
- (ii) Direct labor hours based on the Contract Rate Schedule, which is inclusive of all general, burden and administrative expenses and profit.

(c) All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third-party monitoring firm.

(d) All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**40. CONTRACTOR'S AFFIDAVIT:** When all work contemplated by this Agreement has been completed, inspected, and approved by the City, or its duly authorized agent, the Contractor must furnish the City with the Contractor's Affidavit as required by the State of Florida Mechanic's Lien Law. Signed affidavits of payment must be provided by the Contractor and from all sub-contractors hired by the Contractor. The affidavits must state whether the sub-contractor(s) has been paid in full or whether there are payments remaining. A list of all sub-contractors must be furnished to the City prior to any payments against this Agreement.

**41. TERMINATION AND DEFAULT**

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- A. Termination with or without Cause. The performance of work under the Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Contractor will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.
- B. Funding in Subsequent Fiscal Years. The parties acknowledge and agree that the obligations of City to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, and since funds have not yet been appropriated for the undertakings contemplated herein, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Agreement shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.
- C. In the event the Contractor abandons performance under this Agreement, the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.
- D. The Contractor has the right to terminate this Agreement only in the event the City fails to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of its approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. In the event Contractor breaches this Agreement, the City must provide written notice of the breach and Contractor will have ten (10) days from the date the notice is received to cure. If

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Contractor fails to cure within the ten (10) days, the City Manager or designee has the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and if necessary may demand the return of a portion or the entire amount previously paid to Contractor due to any of the following:

15. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Agreement;
  16. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
  17. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
  18. The Contractor's failure to use Agreement funds, previously paid to the Contractor by the City, to pay Contractor's project related obligations including but not limited to, sub-contractors, laborers, and material and equipment suppliers;
  19. Claims made or likely to be made against the City or its property;
  20. Loss caused by the Contractor;
  21. The Contractor's failure or refusal to perform any of its obligations to the City after receiving written notice and a reasonable opportunity to cure; and
8. Violation of any local, state, or federal law in the performance of this Agreement.
- G. In the event the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Section, the Contractor must promptly comply with such demand. The City's rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.
- H. Termination for Convenience: The performance of work under the agreement may be terminated by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the Contractor must stop all work on the date of receipt of the notice of termination or other date as specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims.
- I. Payment and Ownership of Documents upon Termination: In the event of termination of this Agreement, the Contractor must deliver to the City all documents, including reports and all other data, materials prepared or obtained by the Contractor in connection with the project, including

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all documents bearing the professional certification. The Contractor must reimburse the City for any items stored that the City previously purchased. Upon delivery of the aforesaid documents, the City must pay the Contractor as full payment for its services hereunder, a sum of money equal to the percentage of the work done by Contractor and accepted as satisfactory by the City.

- J. Waiver: Failure of the City to take any action with respect to the breach of any term, covenant, or condition contained in this Agreement, or any instance of default by the Contractor, will not be deemed to be the acceptance or a waiver of any default or breach.

**42. INDEPENDENT CONTRACTOR:** The Contractor is and shall be in the performance of all work services and activities performed under this Agreement, an independent contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor must exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City is that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement, or representation other than as specifically provided for in this Agreement. The Contractor must not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**43. LICENSES AND PERMITS/LAWS AND REGULATIONS:** The Contractor must pay all taxes required by law in connection with the activity performed under this Agreement, including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, must secure all licenses and permits necessary for proper completion of the work, paying any fees therefore. The Contractor must comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Agreement documents are at variance therewith, the Contractor must notify the City promptly on the discovery of such variance.

**44. AMENDMENT:** This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission must approve all increases in compensation under this Agreement.

**45. NON-DISCRIMINATION:** The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in the administration of its programs, activities, or services. Contractor shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**46. SCRUTINIZED COMPANIES:**

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- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
- 1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
  - 2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
  - 3) It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
- 1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
  - 2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
  - 3) A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

**47. NOTICES**

Any notice, demand, communication, or request required or permitted hereunder must be sent by certified mail, return receipt requested, and must be mailed to:

**As to CITY:**

Operations Manager  
City of North Port Public Works Department  
1100 N. Chamberlain Blvd.  
North Port, Florida 34286  
Tel: 941-240-8090  
Fax: 941-240-8063  
Email: cpeake@cityofnorthport.com

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**With copies of Notices**

**And Demands to:**

City of North Port, Florida  
City Attorney's Office  
4970 City Hall Blvd.  
North Port, Florida 34286  
Tel: 941-429-7260  
Email: northportcityattorney@cityofnorthport.com

**As to Contractor:**

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Notice is effective when received at the addresses specified above. Changes in the respective addresses where such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays will be deemed received on the next business day. The original of the notice must be mailed as required herein. Nothing in this Section is to be construed to restrict the transmission of routine communications between representatives of Contractor and City.

- 48. WAIVER:** In the event of a default or breach of the Agreement terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity. No delay or failure to enforce any breach of this Agreement by either City or Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 49. ATTORNEYS' FEES:** In any proceedings between the parties arising out of or related to this Agreement, the prevailing party must be reimbursed all costs, expenses, and reasonable attorneys' fees through all proceedings, at both trial and appellate levels.
- 50. GOVERNING LAW, VENUE, AND SEVERABILITY:** The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.



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**51. PARAGRAPH HEADINGS:** The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

**52. ENTIRE AGREEMENT:** This Agreement (with all referenced attachments, addenda, and provisions incorporated by reference) contains and embodies all the representations, covenants, and promises made by the parties. In the event of any conflict between the provisions of this Agreement and the Addenda, RFP and attachments, or Contractor's proposal, this Agreement shall control.

**IN WITNESS WHEREOF,** the parties have executed the agreement as of the date first above written.

**ATTEST:**

**CITY OF NORTH PORT, FLORIDA**

**By:** \_\_\_\_\_  
Kathryn Peto, City Clerk

**By:** \_\_\_\_\_  
Peter D. Lear, CPA, CGMA City Manager

**APPROVED AS TO FORM AND CORRECTNESS:**

**By:** \_\_\_\_\_  
Amber L. Slayton, City Attorney

**CONTRACTOR:**

**By:** \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

## CITY WORK ASSIGNMENT FORM/NOTICE TO PROCEED

