



**City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170**

DATE: March 19, 2025

TO: PROSPECTIVE PROPOSERS

RE: RFP No. 2025-01: Emergency Response Services, Debris Management Services, and Disaster Logistical Support Items

RFP DUE DATE: 2:00 PM (EST), March 25, 2025

LAST DAY FOR QUESTIONS: March 18, 2025, at 2:00PM.

ADDENDUM No. 1

Proposers are hereby notified that this addendum shall be made part of the above-named proposal and contract documents. The following changes to the above proposal are issued to modify, and/or clarify the proposal 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 proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Statement:

The City is currently working on an extension for the current agreement to go through November 30, 2025 or until a new agreement is executed whichever is sooner.

ITEM #1: QUESTIONS AND ANSWERS

Q1: Would the City consider removing the requirement for a General Contractors license as this is not a construction RFP? This is in reference to Attachment 18 Minimum Qualifications Requirements page 116.

A1: No.

Q2: The reference questionnaire stops at 2023, can that be extended to January 2025?

A2: No, please review change, References are defined as three years of experience between January 2021 and January 2025.

Q3: Can you confirm if the certifications requested on page 84 are included in the 100 page limit?

A3: Yes. More than one certification may be placed on a single page.

Q4: On page 102 of the RFP, the following instructions are given regarding reference request forms: *PROPOSER WILL SEND THIS FORM TO EACH REFERENCED CLIENT LISTED ON ATTACHMENT 3. THE CLIENT IS TO COMPLETE THIS FORM AND RETURN DIRECTLY BACK TO THE PROPOSER. THE PROPOSER WILL SUBMIT THE COMPLETED FORM WITH THEIR PROPOSAL. IT IS THE PROPOSER'S RESPONSIBILITY TO OBTAIN AND SUBMIT ALL COMPLETED FORMS WITH THEIR PROPOSAL PACKAGE.*

- There is not an Attachment 3 provided in the RFP document. Will the City provide this document so that it may be included in our proposal?

A4: ATTACHMENT 3 is in the solicitation document.

Q5: Is there a minimum number of completed reference questionnaires required by the City?

A5: No, references are based on size and in the year range asked for.

Q6: Attachment 10 – Sworn Statement: The Florida Trench Safety Act is not applicable to the scope of work for this RFP. Is it acceptable to put N/A on this form?

A6: That is acceptable.

Q7: On page 87 under Tab 7, Emergency Event Operations, the following is requested: _____ *Hours after Event: Contractor to have **monitors** ready to begin debris removal operations.*

- Should this be amended to having **equipment or crews** ready to begin debris removal operations as the scope of work for this RFP does not include monitoring?

A7: Yes, see attached.

Q8: Are licenses/certifications exempt from the page count?

A8: Yes.

Q9: Throughout the RFP, information is requested for the immediate 3-year period from 2021-2023. Should this state 2022-2024?

A9: References are defined as three years of experience between January 2021 and January 2025.

Q10: Is it acceptable for us to attach our equipment list with the required information as requested to Attachment 18 in place of filling out the form for all our equipment?

A10: No, fill out the required form and attach your list as well. This will not go against the page count.

Q11: Is it acceptable to include reference letters in Tab 2 – References and Performance Questionnaire Verification?

A11: Yes, that is acceptable.

Q12: If yes, will the reference letters be excluded from the page count?

A12: The title page, Table of Contents, City required forms, price schedule, resumes, and tabs do not count towards the total number of pages.

Q13: Will renewals be executed at the consent of both parties?

A13: Yes.

Q14: Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal, including the answer to these questions:

- a. Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals?
- **A: No, Page 1 of the Price Schedule- Category A Debris Management The items with total extended price scenarios, A.1-A.26; A.41-A.43; and A.44 will be added up and then the formula provided in the solicitation will be used to evaluate the submittals. All Categories must be filled out.**
- b. Will some of the line-item prices offered be excluded from the pricing evaluation? If so, which line items will be included, and which will be excluded?
- **A: Already answered**
- c. Will extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing, and if so, what estimated quantities and what line items will be used to derive the extended totals that will be evaluated?
- **A: Already answered.**
- d. Will all pricing line items be evaluated equally, or will some line items receive more importance in the evaluation?
- **A: Already answered.**

- Can you please clarify the Tab 11 instructions? They read: **“TAB 11 CHECKLIST AND CITY REQUIRED FORMS (THIS CHECKLIST WILL BE THE FIRST ITEM IN TAB 12)”** . The proposal format instructions do not list a Tab 12, other than the reference here in Tab 11 and in H-Submittal Package Requirements where it states: **“(Tab 12, The Title Page, Table of Contents, City Required Forms, resumes, and tabs do not count towards the TOTAL NUMBER OF PAGES).”**
- **A: There is no Tab 12. These instructions are for Tab 11.**
 - Should the Checklist and Required Forms be submitted under Tab 11?
- **A: Yes**
 - If not, and the checklist and all required forms are to be submitted in Tab 12, what documents should be submitted in Tab 11?
- **A: Already answered.**
 - Considering the information that is required to respond to all requirements of this RFP, would the City consider increasing the page limit?
- **A: Yes. Number of pages ~~100~~ changed to 130 pages one-sided.**

Donald “Keith” Raney, CPPB
Senior Contract Administrator
Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@northportfl.gov

Receipt of Addendum No. 1 shall be noted within the Proposal Form in the appropriate section.

End of Addendum No. 1

TAB 7 RESPONSE TIME REQUIREMENTS/EVENT LOCATION:

NOTE: THIS SECTION MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

Provide a **GUARANTEED** response time, for each service proposed to mobilize to the City in the event of a disaster.

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~~ equipment or crews ready to begin debris removal operations.

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

TAB 8 PRICES: Proposers are **strongly encouraged to review and verify their proposed prices.**

- **PROPOSAL MAY BE REJECTED IF ANY PRICING ITEM IS NOT PROVIDED/LEFT BLANK**
- **PROPOSAL WILL BE REJECTED IF ANY MODIFICATION IS MADE TO THE SCHEDULE FORMS (ie. adding line items or recreating the schedule). Must use the forms provided.**
- **PRICE SCHEDULE IS NOT INCLUDED IN THE PAGE COUNT. THIS IS CONSIDERED A CITY REQUIRED FORM.**
- **PROPOSAL MUST HAVE THE EXCEL SPREADSHEET IN EXCEL FORMAT ON THE USB DRIVE INCLUDED WITH SUBMITTAL PACKAGE, NOT IN PDF FORMAT.**

TAB 10 LITIGATION AND INSURANCE –

- 1) Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome.

Check One: _____ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.

_____ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past five (5) years.

The Proposer must disclose any litigation or judgments which exceed \$100,000 by any party, not just local, state, or federal entities.

- 2) Provide letter from insurer:



**City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170**

DATE: March 20, 2025

TO: PROSPECTIVE PROPOSERS

RE: RFP No. 2025-01: Emergency Response Services, Debris Management Services, and Disaster Logistical Support Items

RFP DUE DATE: 2:00 PM (EST), March 25, 2025

LAST DAY FOR QUESTIONS: March 18, 2025, at 2:00PM.

ADDENDUM No. 2

Proposers are hereby notified that this addendum shall be made part of the above-named proposal and contract documents. The following changes to the above proposal are issued to modify, and/or clarify the proposal 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 proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

ITEM #1: QUESTIONS AND ANSWERS

Q1: Are licenses/certifications exempt from the page count?

A: Yes, they are exempt.

If you have already sent in your proposal, please email purchasing@northportfl.gov this addendum with it marked received.

**Donald "Keith" Raney, CPPB
Senior Contract Administrator
Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@northportfl.gov**

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

End of Addendum No. 2



**City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170**

DATE: March 20, 2025

TO: PROSPECTIVE PROPOSERS

RE: RFP No. 2025-01: Emergency Response Services, Debris Management Services, and Disaster Logistical Support Items

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End of Addendum No. 3

City of North Port



**EMERGENCY RESPONSE SERVICES, DEBRIS
MANAGEMENT SERVICES, AND ANCILLARY
PREPARATION/RECOVERY SERVICES**

Request for Proposal No. 2025-01

RELEASE DATE: February 21, 2025

NOTICE OF AVAILABILITY

Notice is hereby given that the City of North Port, FL 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. 2025-01
EMERGENCY RESPONSE SERVICES, DEBRIS MANAGEMENT SERVICES, AND DISASTER
LOGISTICAL SUPPORT ITEMS**

The City of North Port, Florida, ("City") seeks the services of one (1) or more qualified firms to support and assist the City in its emergency debris management and disaster response by accomplishing the removal and lawful disposal of disaster-generated debris from public properties and public rights-of-way in order to eliminate immediate threats to life, public health and safety, and assist in the economic recovery to the City in the event of a natural or man-made catastrophe. The City will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation. The Contractor(s) will be responsible for all debris operations and recovery services listed within this solicitation. The City reserves the right to activate multiple pre-event contractors at the same time, dependent upon the severity of the catastrophe and the availability of the Contractors.

The Contractor must handle debris management activities in the City of North Port, Florida in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), Southwest Florida Water Management District (SWFWMD), United States Army Corps of Engineers (USACOE) and the Florida Department of Environmental Protection (FDEP) in conjunction with the City's needs. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding edibility.

This agreement and issued work will be in full accordance with 2 CFR 200 Appendix II and FEMA Guidelines. All procurement and contracting for these services shall follow state and federal regulations by the contractor and all his sub-contractors.

Proposers shall submit four (4) complete sets with all supporting documentation: One (1) hard-copy UNBOUND original (marked "ORIGINAL") and signed in blue ink. Also, provide 1-PDF copy on a portable USB drive, and three (3) hard-copies (marked "COPY") in a SEALED ENVELOPE PLAINLY MARKED WITH THE RFP NUMBER AND NAME, and addressed to the attention of Justin Daly, Contract Administrator I. Please mark the envelope clearly as follows: **"RFP NO. 2025-01 EMERGENCY RESPONSE SERVICES, DEBRIS MANAGEMENT SERVICES, AND DISASTER LOGISTICAL SUPPORT ITEMS."**

DUE DATE AND TIME FOR SUBMITTAL PACKAGE DEADLINE: March 25, 2025 at 2:00 P.M. (or as may be amended by subsequent issuance of addenda) City of North Port Purchasing Division, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286 (*Proposals received after the above date and time will be rejected and not opened*).

INQUIRIES AND CLARIFICATIONS REQUESTS DEADLINE: March 18, 2025 at 2:00 P.M. Requests for additional information or clarification must be submitted in writing via facsimile to 941.429.7173 or emailed to purchasing@northportfl.gov. No verbal requests will be honored. Responses will be provided to all known submitters in writing through the addenda process.

TEAMS MEETINGS: April 4, 2025 AT 9:00 AM. The Selection Committee shall evaluate and rank the proposals submitted by all responsive firms. The Committee **may** hold teams meeting discussions. Team meeting discussions are **not** open to the public. Each of the top scored Contractors will be contacted via e-mail and informed if Teams meetings discussions will take place and the time that the discussions will begin. The Contractors **may be** provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting Contractors in alphabetical order, with an anticipated time frame not to exceed 20 minutes with each Contractor being called consecutively.

COMMITTEE MEETING FOR EVALUATION AND RANKING: April 4, 2025 at 1:00PM. 4970 City Hall Boulevard, Suite 244, North Port, Florida, 34286.

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the City website at www.Cityofnorthport.com. Proposal documents are posted on the City FTP site at <http://www.NorthPortFL/filesshare>; however, addendums are only posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Keith Raney, Contract Administrator II at 941-429-7103.

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.

No bidding contractors have been involved in developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals. Per 2 CFR 200.319(b).

PUBLISH: February 21, 2025
www.cityofnorthport.com
City of North Port, 4970 City Hall Blvd, North Port, FL 34286
www.demandstar.com
Sarasota Herald Tribune Newspaper
Minority Business Development Agency
Small Business Administration (SBA)

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STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form as indicated below.

We the undersigned have declined to submit a proposal on the requested service for **RFP No. RFP NO. 2025-01**

EMERGENCY RESPONSE SERVICES, DEBRIS MANAGEMENT SERVICES, AND DISASTER LOGISTICAL SUPPORT ITEMS

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).

Remarks _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

PART I – GENERAL CONDITIONS

1. PURPOSE:

- A. **Intent of Request for Proposal (“RFP”):** It is the intent of the City of North Port, Florida, (the “City”) to seek the services of one (1) or more qualified firms to support and assist the City in its emergency debris management and planning operations by accomplishing the timely removal and lawful disposal of disaster-generated debris from public properties and public rights-of-way in order to eliminate immediate threats to life, public health and safety, and assist in the economic recovery to the City in the immediate aftermath of a natural or man-made disaster.
- B. **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 one (1) or more pre-event contract(s) for Debris Management Services and Ancillary Preparation/Recovery Services.

2. CONTRACT AWARDS/TERM:

MULTIPLE AWARDS: The City anticipates entering into one (1) primary agreement, one (1) secondary agreement, and one (1) tertiary agreement with the firm(s) that submit(s) the proposal judged to be most advantageous to the City, with price and other factors considered. The Agreements should be Time and Materials contracts not to exceed the maximum ceiling rates and/or prices.

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

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.

AGREEMENT TERM: The Agreement shall commence on the day of award and be in effect through and including December 31, 2028. The City retains the right to renew this initial Agreement under the same terms and conditions and upon mutual agreement with the vendor(s). 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 an agreement for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement. A renewal agreement 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.

Extension of the contract(s) for additional thirty (30) day periods for the convenience of the City, shall be permissible at the mutual consent of both parties not to exceed six (6) months to allow for a new solicitation to be solicited.

Cost Consideration: Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

The City reserves the right to terminate the agreement in any year of a renewal period if it is deemed to be in the best interest of the City.

3. DEVELOPMENT COSTS:

The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

4. DEFINITIONS:

ADDENDUM or ADDENDA: A written change, addition, alteration, correction, or revision to a bid, proposal, or agreement document. Addendum or Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work-scope change to the project.

AGREEMENT: Refers to the Agreement that may result from this Request for Proposal, and the Solicitation Package, Submittal Package, Performance/Payment Bonds, Certificate(s) of Insurance, Corporate Resolution, and all other documentation relating to the resulting Agreement. It will be in standard form for signatures by both parties.

BIDDER: One who submits a Proposal or Reply or Submittal to this Request for Proposal directly to City, as distinct from a sub-bidder who submits a bid to the Bidder or Offeror. The Bidder shall possess the full capability, including financial and technical, to perform as contractually required. Within the context of this document the terms "Bidder," "Proposer," "Offeror," "Contractor," and "Consultant" are used interchangeably.

SUCCESSFUL BIDDER: The responsive and responsible Bidder to whom the City, based on the City's evaluation and determination, makes an award.

SUB-BIDDER: A firm who submits a bid to a Bidder for the preparation of a Proposal to this Request for Proposal.

BIDDER DUE DILIGENCE: The Bidder's responsibilities prior to submitting a Submittal Package to 1) examine the Solicitation Package thoroughly; 2) consider federal, and state laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; and 3) study and carefully correlate Bidder's observations with the Solicitation Package. Bidder is responsible for notifying the City's Procurement Division of all conflicts, errors, and/or discrepancies in the solicitation information in accordance with the General Conditions.

CITY: The City of North Port, Florida, a municipal corporation of the State of Florida, or its City Commission, City Manager or designee, as applicable.

CITY FORMS: Forms required by the City that the Bidder must complete and submit with their Submittal Package. The Solicitation Package provides the instructions for submitting City Forms. City Forms include, but are not limited to, all forms provided in the Request for Proposal Document and Attachments. Alternative or substitute forms will be deemed non-responsive and rejected.

CLAIM: A written demand submitted to the City by a Contractor, seeking additional monetary compensation, time, or adjustments to the Agreement, the entitlement or impact of which is disputed by the City.

CONTRACTOR: After award, the chosen Proposer/Bidder/Firm will be referred to as the Contractor.

DUE DATE AND TIME: The due date and time listed in the Notice of Availability and Timetable of this Solicitation.

MATERIAL DEFECT: Any defects in a Bidder's Submittal Package that are material to the Solicitation Package. Material defects include but are not limited to 1) Failure to submit all Submittal Package components as identified as a material defect in the Solicitation Submittal Package Format and Requirements section prior to the Solicitation's established due date and time; 2) Failure to comply with the required format for submitting a Submittal Package or any Component of the Submittal Package; 3) Failure to provide requested data relating to a monetary value; 4) Failure to provide data related to timelines for services or delivery; or 5) Failure to meet minimum qualification or specification requirements. Any submittal package with one (1) or more material defects shall be rejected in its entirety.

PROPOSAL or REPLY or SUBMITTAL PACKAGE: The complete response of a Proposer or Firm to this Request for Proposal, including all properly completed forms and supporting documentation.

PROPOSER or FIRM: Any person or entity submitting a Proposal in response to this Request for Proposal.

REQUEST FOR PROPOSAL or RFP or SOLICITATION: Shall mean only this Request for Proposal and no others, including all exhibits, attachments, and addendums as approved by the City, and amendments or change orders issued by the City's Purchasing Division.

RESPONSIVE PROPOSAL or RESPONSIVE REPLY or RESPONSIVE SUBMITTAL: The reply submitted by a Proposer which conforms in all material respects to this Request for Proposal.

RESPONSIBLE RESPONDENT: A Proposer that the City has determined has the capability in all respects to fully perform the Agreement requirements and has the integrity and reliability which will assure good faith performance. The City reserves the right to reject any Submittal Package by a Proposer who has previously failed to perform properly or to complete on time, previous contracts with the City. Such a rejected Submittal Package shall preclude the Proposer from being considered a responsible respondent. The Proposer must not be on the City's current de-barred or suspension list.

SPECIFICATIONS: All technical requirements specified in this Request for Proposal or any addendum or other document issued by the City specifying technical requirements of the Work/Service.

SUBCONSULTANT/SUBCONTRACTOR: The term "subcontractor" and "sub-consultant" shall refer to any person, firm, entity, or organization, other than the employees of the successful proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the work or services to the city, whether directly or indirectly, on behalf of the successful proposer.

WORK or SCOPE OF WORK or SERVICE or PROGRAM or PROJECT: These terms shall refer to all matters and things that will be required to be done by the Contractor in accordance with the

entirety of the scope of work required by this Request for Proposal, including all terms and conditions.

5. INQUIRIES:

INQUIRIES AND CLARIFICATIONS REQUESTS DEADLINE: The City will not respond to oral inquiries. Proposers may submit written, e-mailed, or faxed inquiries regarding this RFP to the Purchasing Office fax number at (941) 429-7173 or the Purchasing Office e-mail address at Purchasing@northportfl.gov.

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. It is the responsibility of the Proposer, prior to submitting their Proposal, to obtain all written addenda from DemandStar, and/or contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their Proposal.

6. PRE-PROPOSAL MEETING:

A pre-proposal meeting will **not** be held for this for this project.

7. PROPOSAL SUBMISSION AND WITHDRAWAL:

The City will receive **SEALED** Proposals at the following address and must be clearly marked and addressed on the outside as follows:

**RFP NO. 2025-01 EMERGENCY RESPONSE SERVICES, DEBRIS MANAGEMENT SERVICES, AND ANCILLARY
PREPARATION/RECOVERY SERVICES**
City of North Port
Finance Department/Purchasing Division
Keith Raney, Senior Contract Administrator
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286

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. Sealed bids, Proposals, or replies received by the City pursuant to a competitive solicitation are exempt from Florida Statutes, Section 119.07, until such time as the City provides notice of an intended decision or until thirty (30) days after opening the bids, Proposals, or final replies, whichever is earlier.

8. PRESENTATIONS (NOT APPLICABLE FOR THIS SOLICITATION):

Presentations are **not** applicable for this Solicitation.

9. PROPOSAL RESTRICTIONS:

In order to control the cost of preparation, submittals will be restricted to the requirements as described in Part IV - "Rules, Instructions and Forms for Preparing Proposals" for Preparing Proposals contained within this RFP.

A. MISTAKES IN SUBMITTAL PACKAGE

- 1) Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.
- 2) All corrections, which are prior to the established due date and time, to hard copy submittal packages must be initialed by the bidder. Failure to initial may cause the submittal package to be rejected in its entirety.
- 3) **Mistakes in unit prices are not permitted to be corrected.**
- 4) Unit prices shall prevail in the event of an error in a Bidder's submittal package.
- 5) MINOR INFORMALITIES. Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other bidders.
- 6) Material substance is defined as any portion of a Bidder's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, specifications, or contractual conditions and shall not be considered a minor informality.

B. BID SCHEDULE/LINE ITEMS/SCHEDULE OF VALUES

Submission of a Responsive Proposal certifies that a Bidder submitted line items generated from the forms provided by the City. If any errors have been made by a Bidder in preparing the bid schedule (Attachment D), the Bidder consents that such errors will be applied by the City in the manner most beneficial to the City. **Line items added by a Bidder to the bid schedule shall be deemed non-responsive and rejected.**

10. DRUG FREE WORKPLACE:

The City is a Drug Free Workplace. The attached Drug Free Workplace Affidavit may be completed and returned with the Proposal. Whenever two or more Proposers are tied in the evaluation and ranking process, the City takes into consideration the Proposer that maintains a business with a drug-free workplace program. The Proposer has the burden of demonstrating that its program complies with Florida Statutes, Section 287.087, and any other applicable state law.

11. PUBLIC ENTITY CRIMES STATEMENT:

In accordance with Florida Statutes, Section 287.133(2)(a), "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, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with

any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

12. 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 must 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 to claim DBE/MBE/W/VBE status.

Vendor to take the six socioeconomic affirmative steps to maximize participation by small businesses, minority-owned businesses, women-owned enterprises, veteran-owned businesses, and labor surplus area firms.

DBE Contract Assurance (IF APPLICABLE): The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

13. REGULATIONS:

Violation of any local, state, or federal law in responding to this RFP or in the performance of the Agreement constitutes a material breach of the Agreement.

14. CANCELLATION:

The City Manager or designee has the right to unilaterally cancel, terminate, or suspend the Agreement, in whole or in part, by providing the Contractor thirty (30) calendar days written notice by certified mail.

TERMINATION FOR CONVENIENCE

The City reserves the right, in its best interest as determined by the City, to cancel this Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Contract is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Contract through the termination date specified in the written notice of termination. The Contractor acknowledges and agrees that Contractor has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Contractor, for City's right to terminate this Contract for convenience. The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15. FISCAL NON-FUNDING CLAUSE:

The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of the Agreement, or any subsequent agreement entered into pursuant to the Agreement or referenced herein to which the 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. The City agrees to exercise all lawful and available authority to satisfy any financial obligations of the City that may arise under the 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, 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 the 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 the City under this Section. The Agreement shall not constitute an indebtedness of City nor shall it constitute an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. In the event sufficient funds are not budgeted for a new fiscal period, the City must notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the City.

16. RESERVED RIGHTS:

The City reserves the right to accept or reject any or all Proposals, to accept all or any part of a Proposal, 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 before or after Award. 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. A Proposer, upon request, must provide information the City deems necessary in order to make a determination.

17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

The City, 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 Respondents that it will ensure that in any Agreement entered into pursuant to this Request for Proposal, minority business enterprises will be afforded full opportunity to submit Replies in response to this Request for Proposal and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

18. PERFORMANCE EVALUATION:

At the end of the Agreement, the City will evaluate the Contractor's performance. This evaluation will be a public record under Florida Statutes, Chapter 119.

19. PAYMENTS:

The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall 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 shall 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 Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

In accordance with section 218.73, which is NET 45 days. – Non Construction Services

- Payment shall be monthly, based on work completed.
- All invoices for work performed under this contract shall be submitted in a format approved by the City or designee.
- Invoices shall include the Contractor's invoice number, work assignment number, dates of service, location and total.

20. INDEMNITY:

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR MUST 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. FURTHER, THE CONTRACTOR MUST FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET, OR INTELLECTUAL PROPERTY RIGHT.
- C. THE CITY MUST 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 COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THE AGREEMENT.
- D. 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).

E. 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.

F. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THE AGREEMENT.

21. CONFLICTS OF INTEREST - CONTRACTING WITH 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. Bidders must disclose any such potential conflicts on the provided Conflict of Interest Form. Bidders are responsible for reviewing Florida Statute, Section 112.313, to determine whether they may have a conflict. If a Bidder 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.

23. COLLECTION OF FEES, ASSESSMENTS, AND TAXES:

By acceptance of the 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 the submittal due date. The City will conduct an annual review for any fees, assessments, and taxes.

24. DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT:

The purpose of this disclosure form is to allow the City to identify actual or potential 'financial' or 'other interests' (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the City's interest in the award of this contract. The City reserves the right to reject any proposal, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.

25. NON-DISCRIMINATION:

The City 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. Pursuant to Florida Statutes, Subsection 287.134(2)(a), "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

26. CONTACT PROHIBITION:

All Proposers are hereby instructed NOT to contact any member of the City Commission for the City of North Port, Florida, the City Manager, or City staff members, other than the authorized City contact person identified in this Request for Proposal, or their designated procurement staff member, regarding this Request for Proposal, or their Proposal, 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 a Proposal.

27. 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 Florida Statutes, Chapters 607, 608, 617, or 621, unless they are exempt. A copy of the registration/application is required prior to award of the Agreement. Any partnership submitting a Proposal to this Request for Proposal must have complied with the applicable provisions of Florida Statutes, Chapter 620.

28. ASSIGNMENT:

The Contractor must not assign any interest in the Agreement and must 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 Manager or designee, except that claims for the money due or to become due the Contractor from the City under the 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 must 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 subcontractors acknowledge and agree to comply with applicable provisions governing FEMA access and/or any other state or federal agency involved in the reimbursement process, 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).

29. AMENDMENT:

The Agreement and any Work Assignments issued pursuant to the Agreement constitute 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 the Agreement is enforceable unless agreed to in writing by both parties and incorporated into the 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.

30. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:

Pursuant to Florida Statutes, Section 119.071(1)(b)(2), sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation are exempt from Florida Statutes, Section 119.07(1), until such time as the City provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final 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 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 exempt(s) 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.

31. PUBLIC RECORDS:

In accordance with Florida Statutes, Section 119.0701, Contractor must comply with all public records laws, and must 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 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 the Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during the 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 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's 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 FLORIDA STATUTES, CHAPTER 119, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, IT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; EMAIL Publicrecordsrequest@northportfl.gov.**
- F. Failure of the Contractor to comply with these requirements shall be a material breach of the Agreement. Further, the Contractor may be subject to penalties under Florida Statutes, Section 119.10.

The Contractor acknowledges that it has read the above information and agrees to comply with all of the above requirements.

32. SUNSHINE LAW EXEMPTIONS:

The exemptions under Florida Statutes, Section 286.0113, provide that for all "competitive solicitations:"

- A. Any portion of any meeting(s) at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.
- B. Any portion of a team meeting at which negotiation strategies are discussed is exempt from Florida Statutes, Section 286.001 and Section 24(b), Art. I of the State Constitution.

- C. The statute provides that a complete recording shall be made of any portion of an exempt meeting, and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are also exempt from Florida Statutes, Section 119.07(1) and Section 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, proposals or final replies, whichever occurs earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Agreement.
- D. If the City rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Florida Statutes, Section 119.07(1) and Section 24(a), Art. I of the State Constitution, until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation or until the City withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies.
- E. An exemption from the Sunshine law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until 30 days after opening of the bids, proposals or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Contract.

34. REPLIES ARE SUBJECT TO PUBLIC INSPECTION:

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. 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 Respondent's reply to this solicitation will be waived upon opening of the reply by the Owner, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent'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 parties acknowledge that this Agreement is not an exclusive agreement and does not entitle any Contractor to exclusive rights to City contracts. The City reserves the right to acquire professional services from other entities or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any entity at any time for any project other than those selected.

36. BID PROTESTS:

- A. 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:

- 1) File a written notice to the City Manager or designee of the intention to protest within twenty-four (24) hours of the bid opening or the City's declaration of intent with regard to the disposition. At that time the bid process must be suspended until the protest procedure herein described has been completed.
 - 2) Within five (5) days of filing a written notice of intent to protest, the protester must 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 (5) day period, the protestor is encouraged to attempt to resolve the issue with the City's Purchasing Division.
 - 3) 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 five-percent (5%) of the lowest acceptable bid.
- B. Upon timely receipt of a formal written protest and protest bond, the City must:
- 1) Forward the formal written protest to the Office of the City Attorney who will serve as the bid protest officer. The City Attorney must hand down formal findings of fact and a written decision with regard to the validity or nonvalidity of the formal written protest within ten (10) business days of the City's receipt of the formal written protest.
 - 2) Within two (2) business days of the receipt of the formal findings of fact and written decision, the City must notify the protesting Bidder or protesting interested bidder of the decision of the bid protest officer. Such notification must be transmitted via certified mail, return receipt requested.
- C. 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 must include the amount of the protest bond, if any, to be returned to the protester.
- D. The procedures provided in this Section are applicable to protests of procurements under City Code Sections 2-405 and 2-406.

37. SCRUTINIZED COMPANIES:

- A. As required by Florida Statutes, Section 287.135(5), 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 must certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), 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 must 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 Florida Statutes, Section 215.4725, 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 Florida Statutes, Section 215.473; 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 Agreement's terms and the City may terminate the Agreement.
- 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 Agreement, plus all reasonable attorneys' 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.

38. JOINT VENTURES:

Bidders who submit a Proposal as a "joint venture" must clearly indicate in their Proposal the name of the joint venture and the individual participants. The joint venture must be in place at the time of submittal. All documents must be executed, signed, and notarized by all parties involved as participants in the joint venture. A copy of the formal joint venture contract between all parties, indicating their respective roles, 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. One entity will take the lead and be designated as the point of contact and Contractor. The City's Agreement will only be with one entity and only one check will be issued.

39. SUBCONTRACTOR:

- A. A subcontractor must be paid through the Contractor or Contractor's firm and not paid directly by the City. Subcontractors are allowed by the City in the performance of the services delineated within this Request for Proposal. **Bidder must clearly reflect in its Proposal the major subcontractor(s) to be utilized in the performance of required services.** The City retains the right to accept or reject any subcontractor proposed. Any and all liabilities regarding the use of a subcontractor are borne solely by the Contractor and insurance for each subcontractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Contractor nor any of its subcontractors are considered to be employees or agents of the City. Failure to list all subcontractors and provide the required information to the City may disqualify a proposed subcontractor from performing work under the Agreement.

- B. Additional or substitute subcontractors must be submitted in writing and are subject to approval by the City. To insure proper execution of any subcontractor work, the Contractor must measure work already in place and must immediately report any discrepancy to the City between the executed work and the drawings.
- C. A Bidder must include in its Proposal, or other communications with the City, subcontractor information and include all information required by the City. In addition, within five (5) business days after the identification of the Contractor, the Contractor must provide a list confirming the subcontractor(s) that the Contractor intends to utilize in performance of the Agreement, if applicable. The list must include, at a minimum, the name, location of the place of business for each subcontractor, the services each subcontractor will provide, each subcontractor's hourly rate or fee, any applicable licenses, references, ownership, and other information required of Contractor.

40. DISCREPANCIES, ERRORS, AND OMISSIONS:

Any discrepancies, errors, or omissions in this Request for Proposal or addenda thereto (if any) should be reported in writing to the City's Purchasing Division. Should it be necessary, a written addendum will be incorporated to this Request for Proposal. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

41. DISQUALIFICATION:

The City reserves the right to disqualify Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of a Bidder. It also reserves the right to waive any immaterial defect or informality in any Proposal, to reject any or all Proposals in whole or in part, or to reissue this Request for Proposal.

42. PROPOSAL RECEIPT:

Sealed Proposals will be accepted in accordance with the schedule detailed on the cover of this Request for Proposal. After that date and time, Proposals will not be accepted. A Bidder must file all documents necessary to support its Proposal and must include them with their Proposal. Bidders are responsible for the actual delivery of their Proposal during business hours to the exact address indicated on the cover and in this Request for Proposal.

43. DUE DILIGENCE:

Prior to the submission of a Proposal, a Bidder 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 the Agreement. Failure to familiarize oneself with actual conditions will in no way relieve a Contractor from the necessity of furnishing any materials or performing any work that may be required.

44. LICENSES:

- A. A Bidder must hold the appropriate licensure for the work to be performed for the full duration of the project. Allowing a license to lapse at any time during the project will be cause for the Agreement to be terminated. The license(s) of the Bidder must be effective at the time their Proposal is submitted.

- B. A Contractor must obtain and pay for all licenses required for the project and must comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated therein. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain required licenses must be borne by the Contractor.

45. BONDING REQUIREMENTS:

A. **LETTER OF BONDABILITY:**

- 1) This Request for Proposal does not require a Bid Bond. However, the Bidder must submit a Letter of Bondability with their Proposal from their Surety Company (not the surety agent) showing their capacity which must not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of A- (Excellent) or better.
- 2) If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-fact, to make, execute, seal and deliver said letter, then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability
- 3) The failure of a Bidder to submit a letter of bondability as required above with their Proposal shall result in the rejection of the Proposal.

B. **PERFORMANCE & PAYMENT BONDS:** Bonding requirements **ARE** applicable to this Request for Proposal.

- 1) The awarded Contractor must furnish a certified recorded Performance and Payment Bond to the City from the Sarasota County Clerk's Office in the amount of 100% of the total work assignment(s) per each event within three (3) business days after receipt of a properly and fully executed work assignment pursuant to the Agreement. The Contractor is responsible and bears all costs associated with the recording of the Performance and Payment Bond with the Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond must be furnished to the City's Purchasing Division. In lieu of these requirements, if FEMA (with respect to a grant) or the state (with respect to a subgrant), has made a determination that FEMA or the state's interest is adequately protected through other means, they may accept the bonding policy and requirements of the applicant.
- 2) PERFORMANCE AND PAYMENT BONDS in the form of cash, certified check, or cashier check will be accepted by the City and held in an interest-bearing account. Interest earned will be retained by the City. Personal or company checks shall not be accepted. Performance and payment bonds written by a Surety firm satisfactory to the City and which comply with Florida Statutes, Section 255.05(1), are required of the Contractor to guarantee that they will deliver a complete project under the Agreement and in strict accordance with the Agreement Documents and that they will pay promptly all persons supplying labor or materials for the work.
- 3) BOND REQUIREMENTS: A bond is acceptable only if it meets the requirements set forth below at all times the bond is in effect:
 - a) If the bonding entity is a State of Florida entity, it must provide evidence of the following:

- i. The entity maintains a rating of A- or better with A.M. Best;
 - ii. The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - iii. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.
- b) If the bonding entity is an out-of-state or out-of-country entity, it must provide evidence of the following:
- i. The entity maintains a State of Florida registered agent;
 - ii. The entity consents that the rights, obligations, and remedies of the parties under the Agreement are 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 is in Sarasota County, Florida;
 - iii. The entity maintains a rating of A- or better with A.M. Best;
 - iv. The entity provides an audited financial statement or a statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - v. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.
- c) If the bonding entity utilizes a co-surety, the co-surety must provide evidence of the following:
- i. The entity maintains a State of Florida registered agent;
 - ii. The entity consents that the rights, obligations, and remedies of the parties under the Agreement are 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 is in Sarasota County, Florida;
 - iii. The entity maintains a rating of A- or better with A.M. Best;
 - iv. The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - v. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.

- 4) Should the bonding company not meet any of the above-identified requirements, as applicable, at any time the bond is in effect, the Bidder must provide a substitute bond from an entity that does meet these requirements, within thirty (30) days of receipt of notice from the City.

BONDING Requirements:

A. **Letter of bondability:**

- 3) This Request for Proposal does not require a Bid Bond. However, the Bidder must submit a Letter of Bondability with their Proposal from their Surety Company (not the surety agent) showing their capacity which must not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of A- (Excellent) or better.
- 4) If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-fact, to make, execute, seal and deliver said letter, then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability

- 3) The failure of a Bidder to submit a letter of bondability as required above with their Proposal shall result in the rejection of the Proposal.

B. **Performance and Payment Bond.** The Contractor must provide a performance and payment bond in the form prescribed in Florida Statutes Section 255.05, in the amount of one hundred percent (100%) of the Contract Price, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the surety company:

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code;
- (5) Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
- (6) Has a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
- (7) Has an underwriting limitation of at least two times the dollar amount of the Contract Price.

B. **Substitute Bond Required.** If the surety company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes

insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by this Contract, the Contractor must, within five (5) calendar days thereafter, substitute another bond and surety company, both of which are subject to the City's approval.

C. Surety Acceptance of Terms. The Contractor warrants that the Contractor delivered this Contract to the surety prior to execution of the bond, and that the surety company acknowledged that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.

D. Delivery of the Bond. The Contractor must provide the required performance and payment bond to the City within ten (10) calendar days of the Effective Date. The Contractor's failure to provide the bond timely constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon default, the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the Contractor the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. The default is only curable at the option of the City.

E. Recording the Bond. The Contractor is responsible and bears all costs associated with recording the required bond or security with the Sarasota County Clerk of the Circuit Court. The Contractor must furnish the receipt for and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. The default is only curable at the option of the City.

46. ACCESS TO RECORDS/AUDITS:

- A. The City reserves the right to audit a Contractor's records throughout the term of the Agreement, in accordance with Florida's Public Records Law, Florida Statutes, Chapter 119, and throughout any retention period as established by the City.
- B. Contractor(s) agree to provide the City, the FEMA Administrator, the Inspectors General, 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, or transcriptions.
- C. Contractor(s) agree to permit any of the above-noted parties to reproduce by any means whatsoever or to copy excerpts or transcriptions as reasonably needed.
- D. Contractor(s) agree 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 must be maintained for five (5) 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 (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.
- 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 must notify the Contractor in writing of the disallowance. The City

must 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.

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

47. APPLICABLE LAW:

The laws of the State of Florida govern the rights, obligations, and remedies of the parties under the Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of the 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. 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 must 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.
- A. 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.
- B. 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 has the 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 is permitted without a City authorized and executed written change order or amendment.
- ☐ When requiring a change to the scope of services, and within five (5) days of such need, the Contractor must notify the City by written notice that a change order or amendment is requested.

49. AGREEMENT TIME EXTENSIONS:

- A. The City may grant an extension to the Agreement's 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 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.
- B. Whenever the City suspends a Contractor's operations for reasons other than the fault of the Contractor, the City must 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.
- C. 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.
- D. 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:
 - 1) 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
 - 2) 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.
- E. No additional compensation will be made for delays caused by the effects of inclement weather.
- F. 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 must 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.
- G. 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.

- H. 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:
- 1) 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;
 - 2) Utility work actually affected progress toward completion of controlling work items; and
 - 3) 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.
- I. As a condition precedent to an extension of Agreement time, the Contractor must submit a preliminary request for an extension of Agreement Time to the City which must be made in writing 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 is required. Each such preliminary request for an extension of Agreement time must 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 (10) day notice and a thirty (30) day final notice after the elimination of the delay to the controlling item of work identified in the preliminary request. Each request for an extension of the Agreement time must include at 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 must also submit 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.
- J. 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.
- K. 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. A 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 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.

- L. The Agreement time may only be changed by an amendment to the Agreement. Any claim for an extension in the Agreement time must be based on written notice delivered to the City Manager or designee within ten (10) 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 (45) 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 will 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 must be incorporated in the Agreement.

50. CONTRACTOR PURCHASED EQUIPMENT:

Contractor purchased equipment for City ownership is not allowed in the Agreement.

51. DISPUTES:

- A. All controversies between the City and the Contractor which arise under, or are by virtue of, the Agreement and which are not resolved by mutual agreement, shall be decided by the City Manager or designee in writing, within thirty (30) days after a written request by the Contractor for a final decision concerning the controversy.
- B. The City must 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 is final and conclusive unless the Contractor brings an action seeking judicial review of the decision.
- C. The Contractor must comply with any decision of the City Manager or designee and proceed diligently with performance under the 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.

52. E-VERIFY:

The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized

under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

53. INDIAN PREFERENCE:

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

54. LIQUIDATED DAMAGES:

A. Applicable Liquidated Damages are the amounts established in the following schedule:

<u>Work Assignment Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$836.00
Over \$50,000 but less than \$250,000.....	\$884.00
\$250,000 but less than \$500,000.....	\$1,074.00
\$500,000 but less than \$2,500,000.....	\$1,742.00
\$2,500,000 but less than \$5,000,000.....	\$2,876.00
5,000,000 but less than \$10,000,000.....	\$3,770.00

- B. For all agreements and Work Assignment(s), regardless of whether the agreement time is stipulated in calendar days or working/business days, the City will count default days in calendar days. If the Contractor or, in case of his default, the surety, fails to complete the work within the time stipulated in the Work Assignment(s), or within such extra time that the City may have granted the Contractor or, in case of his default, the surety must pay to the City, not as a penalty, but as Liquidated Damages, the amount determined by the table listed above per calendar day in which work is not completed.
- C. The City has the right to apply, as payment on such Liquidated Damages, any money the City owes the Contractor.
- D. The City does not waive its right to Liquidated Damages due under the Agreement by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Agreement or Work Assignment(s) time including granted time extension.
- E. In case of default of the Agreement and completion of the work by the City, the Contractor and his surety are liable for the Liquidated Damages under the Agreement, but the City will not charge Liquidated Damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.
- F. The City considers the Agreement or Work Assignment(s) complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in the Contractor's bond.

55. NON-CONFORMING TERMS AND CONDITIONS:

A Proposal that includes terms and conditions that do not conform to the terms and conditions in this 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.

56. 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.

57. 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, Plans, Permits, reports
- #6 – Minimum Qualifications & Contract Requirements.
- #7 – Bid Schedule (Schedule of Values).

- 58. PRIOR CITY WORK:** 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.

- 59. USE OF INFORMATION FROM OTHER SOURCES:** The City of North Port reserves the right to consider historic information and fact, whether gained from the submitted proposal, question and answer conferences, references, and/or other sources in the evaluation process.

60. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701:

Contractors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the city will not request documentation of or consider a contractor's social, political, or ideological interests when determining if the contractor is a responsible contractor. Contractors are further notified that the city's governing body may not give preference to a contractor based on the contractor's social, political, or ideological interests.

61. IRON and STEEL

The State of Florida requires that iron or steel product permanently incorporated in certain public works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). Contractor must carefully review the technical specifications to determine whether and how this requirement applies to this project and prepare its bid accordingly. Contractor's failure to account for this requirement in its bid will not justify a later change to the Contract Price.

62. FORCE MAJEURE:

- A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:
1. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 2. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 3. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 4. A declared emergency of the federal, state, or local government; or
 5. Any other like event that is beyond the reasonable control of the non-performing party; then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
 6. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 7. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 8. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 9. The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- A. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

The Contractor acknowledges that it has read the above information and agrees to comply with all the above Request for Proposal 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 Contractor(s) and is not a complete listing of all services that may be required or desired.

ADDITIONAL BACKGROUND:

North Port is located approximately twelve miles east of the Gulf of Mexico. It is positioned on the southwest side of Florida in the southernmost part of Sarasota County, which is bordered on the south by Charlotte County, on the east by Desoto County and to the north by Manatee County. The City is comprised of 104± square miles and is the third largest city in the state. The 2020 Census named the City the largest city in Sarasota County with a population of 85,099 and it still is largely undeveloped. The City has 70,608 platted residential lots, 813 miles of roads..

DRAINAGE INFRASTRUCTURE

The City drainage conveyance system is comprised of 1,613 miles of roadside swales with associated storm piping to direct discharge to 132 miles of manmade retention ditches (R-ditches) which are connected with 79.1 miles interconnected man-made canals that discharge westerly to the Myakkahatchee Creek. Stormwater can also overflow southerly to canals in Charlotte County. There are 64 water control structures (WCS) in the canals to control the water levels and retain water for a potable water supply. Out of the 64 WCS's, 23 are gated control structures, 28 are fixed weir structures, 5 are gated drop structures and 8 are drop structures. Most of these structures need substantial repairs or replacements. The City has replaced a total of 13 structures including 6 gated WCS. In addition to the swales, ditches, WCS and canals, the City various stormwater management pond systems throughout the City.

ROADWAY AND TRANSPORTATION INFRASTRUCTURE

The City of North Port has a total of 813 miles of roadways that vary in functional classification from local residential roads to arterial roads. Interstate 75 traverses the City near the northern part and US 41/Tamiami Trail traverses the City in the southern part. Both facilities are owned and maintained by the Florida Department of Transportation.

SIGNALS AND LIGHTING

The City currently maintains 22 traffic signals including the ones owned by FDOT along US 41. At this moment, we have several locations that we would like to perform signal warrant analyses and complete signal designs if the signals are warranted.

SOLID WASTE:

The City currently has 42,000 single and multi-family residential solid waste customers. The City currently has 460 commercial accounts for garbage service. The City currently operations a Monday thru Friday pickup operations and each route is divided into designated route sections. About 60% of the City residential customers all receive one side of the street pickups.

TRAILS, SIDEWALKS AND BIKE LANES

The city has several miles of multi-use trails and bike lanes and many more in the plans. At this time, the City does not have a master plan for trails, sidewalks and bike lanes but is interested in completing one that will incorporate the existing trails, sidewalks and bike lanes and complete a citywide network.

BRIDGES

There is a total of 47 vehicular bridges and 19 pedestrian and bicycle bridges within the City limits. The bridges were designed to accommodate a 50-year-design life and many of these bridges are approaching 40 to 50 years of age. Some bridges are showing signs of deterioration and are expected to need some sort of preventive maintenance in the near future to extend their service life.

ROADWAYS

The City of North Port is responsible for maintaining approximately 813 miles of roads. Due to population and development growth in recent years, several roads are approaching their adopted Level of Service (LOS). The City is currently in the design phase for the Price Boulevard widening from Sumter Boulevard to Toledo Blade Boulevard. Based on current and projected growth, we anticipate other roads needing some capacity improvements in the near future as well as intersection studies and improvements.

FACILITIES MAINTENANCE

Public Works maintains all City owned facilities and buildings. As part of this contract, we expect to require services related to heating, ventilating and air conditioning (HVAC), general plumbing, and electrical designs and retrofits among others.

1) OBJECTIVE

City of North Port is preparing for future Disasters by entering into a pre-event contract for Debris Management Services and Ancillary Services. The City will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. It is the intent of City of North Port to award this contract to one (1) Primary Contractor, one (1) Secondary Contractor, and one (1) Tertiary 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 by written amendment for a period that may not exceed three (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 Price Boulevard, Price Blvd Site, North Port Lat 27.07220861/Long -82.16456796, PID #0983-00-1010 (Site A). The City has requested Pre-Authorization for the Fiveleaf Debris Site on Fiveleaf Road, North Port Lat 27-07413093/Long -82.0600857 PID # 1127-22-5736 (Site B). However, the City reserves the right to amend the DMS sites as deemed necessary.

Services for contract shall include Emergency Debris Road Clearance (Push), Debris Removal (including tree, limb and stump removal in accordance with FEMA Guidelines), DMS Management and Transportation of Debris to disposal site. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency (EPA) requirements to maintain a safe working environment. City has the right to increase or decrease the Contractor's assignment(s) and/or areas of operation within the scope of this Agreement.

The Contractor(s) shall also be responsible for providing various ancillary services to assist in other areas of emergency response and recovery as needed. The ancillary services to be provided as needed may include but are not limited to the following:

- Emergency power generators.
- Temporary satellite communications.
- Temporary sanitary facilities.
- Reefer and refrigerator container with ice delivery.
- Potable water truck and drinking water.
- Mobile fleet repair facilities, technicians, and mechanics.
- Temporary signage and traffic control.
- mobile food and water distribution site, tents, and furnishings, inclusive of operation and staffing.
- Demolition of structures.
- Emergency temporary dry-in of facilities.
- Temporary security.
- Temporary lighting.
- Emergency cleaning of stormwater catch basins, culverts and wastewater appurtenances.
- Temporary fueling facilities/equipment, inclusive of storage and dispensing.
- Rental of various types of equipment (i.e. loaders, dump trucks, etc) with operators.
- Temporary fencing.
- Materials.

The Contractor(s) may be required to conduct one (1)-day (up to 8-hours) annual planning and training activities with City throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary DMS site review, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling and FEMA guidelines. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to the City.

The proposal shall outline the Bidder's ability to provide expert guidance with the current FEMA guidelines and regulations as they relate to disaster generated debris. All work will be in general conformity with the guidelines provided in the FEMA 325 Debris Management Guide and all other related FEMA and Federal contracting manuals as updated.

2) MINIMUM QUALIFICATION REQUIREMENTS

- a. The Proposer (Company) shall have been in the DEBRIS MANAGEMENT/DISASTER RECOVERY business for a minimum of three (3) CONSECUTIVE YEARS under their current business name or former business name, if applicable. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response. Examples of documentation may include, but not be limited to, local business tax receipts for three (3) years, corporation documents with date of inception, etc.

- b. The Proposer shall currently be engaged in emergency disaster recovery services on a full-time basis, year-round.
- c. Proposers shall demonstrate a minimum of three (3) consecutive years' experience of engagement in the DEBRIS MANAGEMENT/DISASTER RECOVERY business as a **prime contractor** and participation in at least in one (1) event as the prime contractor in a jurisdiction of at least 50,000 people. Proposers shall demonstrate meeting this minimum qualification requirement in the reference section of the Response Form. **Three (3) consecutive years of experience is defined as January 2021 through December 2023.** Proposers shall provide ALL requested information in the Contact and Qualifications 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, the City's experience shall be considered when evaluating references for determining a responsible Proposer.
- d. If the business is located **outside of the state of Florida**, the Proposer (Firm/Company) shall be currently licensed and legally permitted to perform services within the State of Florida. Documentation to support meeting this requirement may include a copy of their current Business Tax Receipt for the local government agency for which they reside or document filed with the State of Florida Division of Corporations. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response.
- e. This Request for Proposal does not require a Bid Bond. However, the Bidder must submit with their Proposal a Letter of Bondability from their Surety Company (not the surety agent) showing their capacity which shall not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of A- (Excellent) or better. If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-fact, to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability. The failure of a Bidder to submit a letter of bondability as required above with their Proposal shall result in the rejection of the Proposal.
- f. The Proposer shall provide evidence of the Proposer's ability to obtain the insurance requirements as specified herein.
- g. The Proposer shall provide a letter from the insurance company stating deductibles for each required policy. No deductibles shall be greater than 10% of the individual insurance policy.

Proposer shall meet all minimum requirements stated and shall provide copies and/or written documentation to substantiate meeting the requirements.

3) 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 the specifications, terms and conditions herein.

4) 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, the City may conduct a background investigation. Contractor's submission constitutes acknowledgement of the process and consent to such investigation. The City shall be the sole judge in determining Proposer's qualifications.
- c. Proposer shall be required to submit the following within **three (3) business days after receipt of a properly and fully executed work assignment pursuant to this Agreement**:
 - i) Performance and Payment bond(s).
 - ii) Properly Completed Certificate of Insurance for Contractor and all subcontractors.
 - iii) Completed Subcontractor List.
- 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.

5) GENERAL REQUIREMENTS

- a. The Contractor shall disclose to the City's Contract Administrator current and future debris management contractual obligations within the State of Florida throughout the term of the Agreement and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this Agreement. Such disclosure shall be provided to the City within thirty (30) days of entering into said contractual obligation.
- b. The Contractor agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms the first opportunity when awarding subcontracted work. The Contractor shall supply the City, on a yearly basis, a list of local individuals and firms under contract for performing services as a subcontractor.
- c. All payments under the Agreement shall be made only for services requested and approved by the City. **There shall be no retainer paid in order to keep the Agreement in effect.**
- d. The City seeks a company to specifically provide the designated services including operations and management, logistical support, construction and technical assistance after any of the following disaster situations including, but not limited to: hurricane, tornado, flooding, other wind driven severe weather disaster, natural disaster, manmade disaster or emergency.
- e. The City will contract for the provision of ancillary services, which may include but are not limited to; personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by the City by specific work assignment(s) to the Contractor. The Contractor must have available a wide variety of emergency preparedness, response, recovery and mitigation resources.
- f. The Contractor shall be responsible for the following costs; travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing

temporary office space for conducting its Work responsibilities when performing services, including but not limited to; temporary lighting, compressed air, security services, heat, power, water, toilets, and telephone service.

- g. When a Work Assignment is for post disaster mitigation, the Contractor shall provide an appropriate number of vehicles designed for such mitigation as well as all necessary personnel to ensure proper mitigation as determined by the City Manager.

6) AGREEMENT DEFINITIONS:

- a. **ACM** – Asbestos Containing Material.
- b. **Authorized Representative** – City Manager or designee and/or contracted individuals designated by the City or City Debris Manager.
- c. **CCSWDC** – Central County Solid Waste Disposal Complex (also referred to as Sarasota County Landfill or Landfill) located at 4010 Knights Trail Road, Nokomis, FL 34275.
- d. **CEI** – Construction Engineering & Inspection.
- e. **CFR** – Code of Federal Regulations. Codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government. The Code is divided into 50 titles which represent broad areas subject to Federal regulation. Emergency Management and Assistance is Title 44.
- f. **Chipping or Mulching** – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approx. 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
- g. **City** – City of North Port, Florida.
- h. **City Debris Manager** – The City Manager or designee, will coordinate the debris removal process and provide general oversight for all phases of debris removal operations within the City.
- i. **Cleanup Crew** – A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
- j. **Clean Vegetative Debris** – Clean, woody debris and other organic materials that can be chipped and mulched. Clean vegetative debris is free of treated lumber, plastic, household hazardous waste, construction and demolition debris, etc.
- k. **Construction and Demolition Debris (C&D)** – Damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.
- l. **Contractor** – An entity that receives an Agreement as defined in 2 C.F.R. §200.22; and/or the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents. The Contractor is the same as the Successful Bidder.

- m. **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made disaster. Includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, and vehicle and vessel wreckage, or as further defined by the Public Assistance Program and Policy Guide (PAPPG).
- n. **Debris Clearance** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
- o. **DMS – Debris Management Site** – A site that is established when FEMA applicants are unable to take debris directly from the collection point to the final disposition location. A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- p. **Debris Monitoring** – Actions taken by the City, either by City staff or contractual services, in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
- q. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

Eligible Debris – Defined in the Public Assistance Program and Policy Guide (PAPPG) as:

- i) Must be associated with an eligible facility, including debris on the property of the eligible facility;
- ii) Removal of debris from improved public property and public rights-of-way (ROWs), including Federal-aid roads;
- iii) Residential debris, if City authorizes residents to place incident-related debris on public ROWs for a limited period of time, with the following exclusions:
 - (a) Debris placed on public ROWs from commercial properties;
 - (b) Debris placed on the public ROWs resulting from removal of materials related to the construction, repair, or renovation of either residential or commercial structures.

Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the Contractor) of the Public Assistance grant program, publication PAPPG and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

Ineligible Debris – Defined in the Public Assistance Program and Policy Guide PAPPG as:

- i) Debris removal from the following is not eligible:
 - (a) Federally maintained navigable channels and waterways;

- (b) Flood control works under the authority of the Natural Resources Conservation Service (NRCS);
 - (c) Agricultural land; and
 - (d) Natural unimproved land, such as heavily wooded areas and unused areas.
- ii) Removing debris to restore the pre-disaster capacity of engineered facilities may be eligible as Permanent Work if the applicant can substantiate the pre-disaster capacity and maintenance of that facility.
- r. **Debris Removal (Category A)** – PAPPG defines debris removal activities, such as clearance, removal, and disposal are eligible as Category A if the removal is in the public interest based on whether the work:
 - i) Eliminates immediate threats to lives, public health, and safety;
 - ii) Eliminates immediate threats of significant damage to improved public or private property;
 - iii) Ensures economic recovery of the affected community to the benefit of the community at large; or
 - iv) Mitigates risk to life and property by removing substantially damaged structures and associated structures and appurtenances as needed to convert property acquired using HMGP funds to uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the FEMA Assistant Administrator of the Recovery Directorate.
- s. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the agreement. Term includes primary Contractor, subcontractors and individual crews.
- t. **Demobilization** – Following the completion of services provided under the resulting agreement, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The contractor will leave all utilized sites clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
- u. **Demolition** – The act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- v. **FDEP** – Florida Department of Environmental Protection.
- w. **Designated Area** – Generally bounded by the City line and includes public property and rights-of-way within the City that was directly affected by a debris-generating event.
- x. **DDIR** – Detailed Damage Inspection Report.
- y. **Disaster** – any event, natural disaster, emergency, accident, or act of god that causes great damage or loss of life. The terms “Catastrophe”, “Emergency Event”, “Event”, and “Storm” are used

interchangeable herein. Examples of Disasters are hurricanes, tornadoes, floods, sink holes, and high wind storms.

- z. **Disaster Specific Guidance (DSG)** is a policy statement issued in response to a specific post-event situation or need in a state or region by a Public Agency such as FEMA, FDOT, FHWA, etc. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- aa. **The Disaster Case Management Program (DCMP)** is a federally funded program administrated by the Department of Homeland Security's Federal Emergency Management Agency (FEMA). In the event of a Presidentially declared disaster, the Governor of the impacted State may request the implementation of the DCMP if the declaration includes Individual Assistance.
- bb. **DOT** – Florida Department of Transportation.
- cc. **Eligible Hanger** – A hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to PAPPG are:
 - i) The limb must be greater than two inches in diameter at the point of breakage;
 - ii) The limb must be suspended in a tree and threatening a public-use area; and
 - iii) The limb must be located on improved public property.
- dd. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to PAPPG are:
 - i) The stump has fifty percent (50%) or more of the root-ball exposed.
 - ii) The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - iii) The stump is located on a public right-of-way.
 - iv) The stump poses an immediate threat to public health and safety.
- ee. **Eligible Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
 - i) HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - ii) HHW removal must be the legal responsibility of the applicant.
 - iii) HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written

authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

- ff. **Eligible Leaner** – A tree is considered hazardous and defined as an Eligible Leaner when the tree’s present state is caused by a disaster, the tree poses an immediate threat to lives, public health and safety, or improved property, it has a diameter breast height (54” above the grade) of six inches or greater; and one or more of the following criteria are met:
- i) The tree has more than fifty percent (50%) of the crown damaged or destroyed. The crown shall mean the entire canopy of the tree;
 - ii) The tree has a split trunk or broken branches that expose the heartwood. Heartwood shall mean wood that is altered from sapwood that provides chemical defense against decay-causing organisms and continues to provide structural strength to the trunk;
 - iii) The tree has fallen or been uprooted within a public use area; and/or
 - iv) The tree is leaning at an angle greater than thirty (30) degrees.
- gg. **Eligible Vegetative Debris** – As outlined in PAPPG, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- i) Debris must be located within a designated disaster area and be removed from an Eligible applicant’s improved property or right-of-way.
 - ii) Debris removal must be the legal responsibility of the applicant.
 - iii) Debris must be a result of the major disaster event.
- hh. **Eligible White Goods** – As outlined in PAPPG, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, microwave ovens, oven, ranges, dish washing machines, clothes washers and dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians may extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- i) White goods must be located with a designated disaster area and be removed from an Eligible applicant’s improved property or ROW.
 - ii) White goods removal must be the legal responsibility of the applicant.
 - iii) White goods must be a result of the major disaster event.
- ii. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- jj. **EPA** – United States Environmental Protection Agency.

kk. **ER** – Emergency Relief.

ll. **E-Waste** – End of life electronics, typically televisions, computers and related peripheral components.

mm. **FDEP** – Florida Department of Environmental Protection (FDEP).

nn. **FDOT** – Florida Department of Transportation.

oo. **FEMA** – Federal Emergency Management Agency.

pp. **FEMA Public Assistance Program and Policy Guide**, Publication #FP 104-009-2, January 2018 as amended (PAPPG) – This publication is specifically dedicated to the rules, regulations and policies associated with the debris removal process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:

i) Eliminating immediate threats to lives, public health and safety.

ii) Eliminating immediate threats of significant damage to improved public or private property.

iii) Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

qq. **FHWA** – Federal Highway Administration.

rr. **Force Account Labor** – Labor performed by the applicant's permanent, full time or temporary employees.

ss. **Garbage** – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.

tt. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

uu. **Hand Loading** – Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.

vv. **Hangers** – See Eligible Hanger.

ww. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity. Hazardous Waste includes the following; Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW): Any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

- xx. **HHW** – Household Hazardous Waste.
- yy. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
- zz. **Household Hazardous Waste** – See Eligible Household Hazardous Waste.
- aaa. **HWTSDF** – Hazardous Waste Treatment, Storage and Disposal Facility.
- bbb. **JRTS** – The Jackson Road Transfer Station operated by the Sarasota County Solid Waste Management Division located at 250 S. Jackson Road, Venice, FL. 34292.
- ccc. **Leaners** – See Eligible Leaner.
- ddd. **Mixed Debris** – Mixture of various types of debris including, but not limited to, construction and demolition debris, vegetative, white goods, metals, household generated waste, household hazardous waste, abandoned vehicles, tires, etc. Vegetative Debris that has been mixed with construction and demolition debris or other materials at the load site prior to removal. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by City.
- eee. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure eligible work is being performed which meets the City’s expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations.
- fff. **Mulching or Chipping** – See Chipping or Mulching.
- ggg. **Mutual Aid Agreement** – A written understanding between communities and State obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- hhh. **National Response Plan (NRP)** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
- iii. **OSHA** – Occupational Safety and Health Administration.
- jjj. **Outbuilding** – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
- kkk. **PPE** – Personal Protective Equipment. May also be referred to as “Safety Gear.”
- lll. **Putrescent Debris** – any debris that will decompose or rot, such as animal carcasses or other fleshy organic matter.
- mmm. **Public Drop-Off Site** – A City approved location where residents from designated locations may bring their own Eligible Debris.
- nnn. **RACM** – Regulated Asbestos Containing Material.

ooo. **RCRA** – Resource Conservation and Recovery Act.

ppp. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

qqq. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

rrr. **Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinances.

sss. **RFB** – Request for Bid

ttt. **RFP** – Request for Proposal.

uuu. **Right of Entry (ROE)** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

vvv. **Right-of-Way (ROW)** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

www. **RRC** – Rapid Response Crew – A group of personnel that is commensurate with the size of the incident whom have the exclusive responsibility of first responder rescue activities.

xxx. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

yyy. **Soil, Mud, and Sand** – Aggregate and organic materials often deposited as a result of floods, landslides, winds, and storm surges on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.

zzz. **Sarasota County Landfill** – Central County Solid Waste Disposal Complex, located at 4010 Knights Trail Road, Nokomis, FL 34275.

aaaa. **Task Order or Work Assignment** – City document used to assign tasks/work to the Contractor.

bbbb. **TDSPF** – Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

cccc. **TDSR Site – Temporary Debris Storage and Reduction Site(s)** are locations designated by the City for the storage and reduction of disaster related debris.

dddd. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

eeee. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned

and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

ffff. **Vegetative Debris** – As outlined in PAPPG, eligible Vegetative Debris includes whole trees, stumps, trunks, branches and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- i) Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way; and
- ii) Debris removal must be the legal responsibility of the applicant; and
- iii) Debris must be a result of the major disaster event.

jjjj. **Vehicles and Vessels** – PAPPG defines as vehicles and vessels damaged, destroyed, displaced, or lost as a result of a disaster. Vehicles and vessels may be abandoned because of damage incurred or because the vehicle or vessel is not on the owner's property and ownership is undetermined.

kkkk. **Volatile Organic Compounds (VOCs)** – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.

llll. **White Goods Debris** – See Eligible White Goods.

ACRONYMS

ACM	Asbestos Containing Material
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CCSWDC	Central County Solid Waste Disposal Complex
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DDIR	Detailed Damage Inspection Report
DEP	Florida Department of Environmental Protection (Same as FDEP)
DMS	Debris Management Site
DOT	Department of Transportation
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support function

FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographic Information System
GPS	Global Positioning system
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
HWTSDf	Hazardous Waste Treatment Storage and Disposal Facility
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NPCC	North Port City Commission
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PAPPG	Public Assistance Program and Policy Guide
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris removal
PPE	Personal Protective Equipment
PW	Project Worksheet
RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
TDSPF	Temporary Debris Staging and Processing facility
TDSR Site	Temporary Debris Storage and Reduction Site
USACE	United States Army corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
WSRA	Wild and Scenic Rivers Act

7) SCOPE OF WORK - GENERAL

- A. The City is requesting proposals from qualified and experienced Contractors to assist the City with debris removal, ancillary services, and recovery operations after disasters and/or emergency events. Duties shall include project management and coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement. Contractor shall coordinate with FEMA, the City's monitoring sub-contractors and City Staff. Contractor shall provide; equipment and personnel needed to safely and rapidly remove, and properly dispose all storm related debris, data management, daily quantity and progress reports to City Staff, and community relation services. The Contractors may be assigned any other tasks as directed by the City Manager or designee.

- B. The Contractor shall perform all services in a professional manner and in compliance with all applicable laws, federal, state and local agencies laws, ordinances, rules, regulations, policies, permits and guidelines of FEMA, FHWA, National Resource Conservation Service (NRCS), and FDOT. Only the highest quality of workmanship will be acceptable. Services, equipment and/or workmanship not conforming to the intent of the awarded Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.
- C. Contractor shall bear all of its own operating costs and is responsible for all permit fees, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services. All services shall be provided in an appropriate approved area where storm water laden pollutants will remain on site and not be transported to a state water body or stream leading to one.
- D. The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management and safety staff to work with City staff, and field supervisors, operators, drivers, laborers (along with appropriate vehicles and equipment), housing, hand tools and all other incidentals to ensure a successful recovery operation.
- E. Under the resulting Agreement, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Manager or designee. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time a Work Assignment/Notice to Proceed is issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Case Management documents, FEMA fact sheets and policies and as directed by the City. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services.
- F. Work will include but is not limited to: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved DMS(s) or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA, PAPPG, state or federal policies will not be loaded, hauled, or dumped under this Contract unless written instructions are given to the Contractor by the City. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster/emergency generated debris which is the result of the event under which the Contractor was issued a Work Assignment/Notice to Proceed, unless otherwise directed by the City in writing.
- G. Work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Manager or designee. Work shall also include the clearing and removing of any and all "eligible" debris as required in the Work Assignment/Notice to Proceed. All work shall be performed in accordance with FEMA Public Assistance Program and Policy Guide, Publication #FP 104-009-2, January 2018 or current version. No guarantee is expressed or implied as the volume of services, if any, that shall be procured under this Request for Proposal by the City.
- H. Documentation Management and Support activities include, but are not limited to:

- i. Assisting the City in preparation of FEMA and State reports for reimbursement, including training of City employees and review of documentation prior to submittal;
 - ii. Working closely with City and State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility;
 - iii. Providing towers, lift equipment for site monitors, load tickets, field inspection reports and other data sufficient to provide substantiation for FEMA and State reimbursement.
- I. Additional support may include, but is not limited to providing; technical expertise, guidance, and participation in the following areas:
- i. Damage assessment to include plan development, procedure development, staff training and staff augmentation;
 - ii. Comprehensive mitigation program to include mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation;
 - iii. Develop debris plan to include staff training;
 - iv. Provide technical support and assistance in developing and dispersing public information.
- j. MOBILIZATION:
- i. Initial communication. The Contractor is responsible to contact the City Manager or designee ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to an emergency event anticipated to affect the City.
 - ii. The Contractor shall make every attempt to communicate via telephone with the City Manager or designee immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the City's Emergency Operations Center (EOC). In the event the Contractor is unable to reach the City Manager or designee they shall report immediately to the designated City Emergency Operations Center.
 - iii. Initial on-site response shall be deemed as having a Contractor's representative physically present at the North Port Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be deemed as the commencement of work as defined by Work Assignment within twelve (12) hours of issuance of Work Assignment/Notice to Proceed. Should the recovery work not be fully underway within seventy-two (72) hours of the event, the liquidated damages clause herein shall be imposed.
 - iv. Compensation for Standby Equipment related to Ancillary Recovery Services – Excluding Debris Management Services – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the City:
 - 1. The City will release the equipment to the Contractor for deployment outside of the City. This process shall be in writing with the City Manager or designee signature authorizing the release of the equipment.

2. In the event the equipment cannot be redirected; the City shall compensate the Contractor based on a daily rate schedule or pro-rated fee based on the rate schedule.
- v. The Contractor shall not be compensated by the City nor invoice the City for stand-by services or equipment for debris management services.
- vi. The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.
- vii. The Contractor shall coordinate with the City a disaster recovery plan applicable to the event. The plan shall include:
 1. Verification of primary transportation routes, which require clearing;
 2. Debris removal strategy (i.e. landfill disposal site, DMS site, if required additional mileage to disposal site, etc);
 3. Placement of emergency power at all traffic signals, if required;
 4. Placement of immediate need sanitary units, if required;
 5. Placement of immediate need reefer and refrigerator containers and ice supply, if required;
 6. Placement of a water trucks with potable water and emergency bottled water, if required; and
 7. Placement and operation of a temporary fleet maintenance facility, if required.
- viii. The Contractor shall deploy all resources for the following immediate need services within twelve (12) hours of issuance of Work Assignment/Notice to Proceed. Should the services or delivery not be fully underway or delivered within twenty-four (24) hours of the event, the liquidated damages clause as stated herein may be imposed:
 1. Equipment for clearing transportation routes;
 2. Equipment and materials to provide emergency power at facilities deemed essential by the City;
 3. Portable sanitary units;
 4. Reefer and refrigerator containers with ice delivery;
 5. Potable water trucks and emergency bottled water;
 6. Temporary fleet maintenance facility and services;
 7. Traffic control and signage; and
 8. Canteen to include staffing and operation.

- ix. The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.
- x. The City shall direct the Contractor on the specific equipment to be delivered, set up and made ready for use.
- k. ANNUAL REQUIREMENTS
 - i. No commitments for future purchases for this or any other project are implied and responding firms shall not infer any such intentions by the City.
 - ii. The Contractor will appoint one of their employees as the key contact for approval by the City Manager or designee.
 - iii. The Contractor shall provide a “clean as you go” policy and supervise and enforce such policy during ALL operations.
 - iv. The Contractor shall advertise (business card size ad) for local subcontractors ANNUALLY in a local newspaper approved by the City.
 - v. The Contractor shall prepare and present a written plan of operations annually in the month of May.
 - vi. The Contractor shall provide a safe working environment for its employees and subcontractors.
 - vii. The Contractor shall notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against the Contractor or its subcontractors while conducting work within the scope of this Contract. The Contractor shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of federal, state or local laws or regulations.

9. EMERGENCY DEBRIS ROAD CLEARANCE

- A. The Contractor shall mobilize management staff and at least the minimum required level of equipment to the City within twelve (12) hours following Notice to Proceed.
- B. The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the Scope of Services shall be for the first seventy (70) hours after an Event and the issuance of a Notice to Proceed. Once this task is accomplished, or is sufficiently underway, the remainder of the work may begin as required by the Notice to Proceed.
- C. Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish services. This task of the Scope of Service shall be completed within the first twenty-four hours after mobilization in accordance with)7(j) above.
- D. Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.
- E. The City will compensate the Contractor based on the Equipment/Labor Rate Schedule – Category B.

10. DEBRIS MANAGEMENT

- A. The Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated DMS from the City's public rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.
- B. The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within seventy-two (72) hours following the day of the disaster. Debris Removal work within the City will be prioritized by the City.
- C. The Contractor shall be responsible for obtaining, maintaining and complying with all required federal, state, and local permits for providing services.
- D. All work shall be in compliance with all local, state and federal laws and rules, including FDEP Environmental rules.
- E. Debris management services shall be defined as:
 - i. Debris removal from City's public rights-of-way and transportation to the DMS or directly to disposal facility;
 - ii. Quantifying and proper documentation of all debris;
 - iii. Separation of FHWA eligible road debris from other debris, including quantifying and proper documentation;
 - iv. DMS site management;
 - v. Reduction of vegetative, C&D, and mixed debris;
 - vi. Removal of refrigerant in white goods;
 - vii. Removal of dead animal carcasses; and
 - viii. Loading, transporting and disposal of reduced debris at designated disposal sites.
 - ix. Waterway debris removal from City's waterways and transportation to City's public rights-of-way.
 - 1. Debris removed from waterways must be placed on the ROW or the closest Point of Access ("POA") for conventional hauling, reduction, and haul out under Line-Item Nos. A.1-A.3, A.12, and A.16-A.17 respectively.
 - 2. The work specified in this section consists of clearing storm related debris from within publicly dedicated canals, primary drainage ditches, and public lakes throughout the City of North Port. All work under this section is for the clearing, removal, and proper disposal of all storm-related debris and vegetation including, but not limited to, fallen trees, building materials, and objects which have the potential for obstructing water flow within the Right of Way limits of each ditch, lake, and canal in the City of North Port.

The limits of clearing each ditch and lake shall be from within the top of bank: however, any debris or dead/damaged vegetation along and adjacent to the top of each bank which has the potential of falling or blowing into, and obstructing said ditch/ lake, shall also be removed. It shall be noted that some ditches are wet all year round.

- F. The City will compensate the Contractor based on the Rate Schedule – Category A. except for Tipping Fees as provided in this Agreement. The Disposal Costs (Tipping Fees) shall be paid by the Contractor directly to the disposal facility. The City will designate the approved Final Disposal Facility in consultation with the Contractor. Alternate Final Disposal Facility locations may be utilized as directed and approved by the City. The Contractor will be responsible to negotiate the Tipping Fees with the Final Disposal Facility, and to provide the City the per cubic yard Tipping Fee for each alternate location. The Contractor must pay the Tipping Fee to the approved Final Disposal Facility that meets local, state, and federal regulations for disposal of the debris. The City will reimburse the Contractor the actual Tipping fees paid as a pass-through cost consistent with the required documentation as provided in this Agreement. Prior to payment, the Contractor must submit to the City an invoice in hard copy and electronic format matching scale/weight tickets numbers with each original serialized numbered load ticket or haul-out ticket verifying the actual weight for each load of debris as described in this agreement and other applicable information as requested by the City. The Contractor will also be required to provide proof of Contractor Tipping Fee payments to the approved Final Disposal Facility.
- G. The Contractor will not be compensated for disposing of any material **NOT** defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the total cubic yards hauled will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review.
- H. Load tickets improperly completed by the Contractor and submitted to the City will be rejected and payment for the rejected tickets will be forfeited.
- I. ELIGIBLE DEBRIS
 - i. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, as directed by the City.
 - ii. The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public rights-of-way within City limits and City facilities, as may be directed by the City. Services will only be performed when requested and as designated by the City.

iii. The debris is defined as five (5) types:

1. Construction & Demolition (C&D).
2. Mixed Debris.
3. Vegetative Debris.
4. White Goods.
5. Tires

iv. The City and Contractor will tentatively plan the number of Passes/Sweeps for debris pick up following a complete assessment of the volume of disaster generated debris. Passes/Sweeps means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-way. This service is usually limited to three (3) passes through the community.

v. The current location for the Debris Management Site (DMS) for this Agreement is located on Greenland Street Price Boulevard, Price Blvd Site Golf Course Site, North Port Lat 27:3:23.82627.07220861/Long 82:6:46.512-82.16456796, PID #1135-10-02100983-00-1010 (Site A). The City has requested Pre-Authorization for the Yorkshire Site Five leave Debris Site on Langlais Five leaf Road Drive, North Port Lat 27:06427-07413093/Long 82:090,-82.0600857 PID # 1126-23-34181127-22-5736 (Site B). However, the City reserves the right to amend the DMS sites as deemed necessary.

vi. HAND LOADING - The preference is for all debris to be mechanically and reasonably compacted. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand loaded truck or trailer by 50% because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY $[(40\text{CY}/2) * 100\%]$. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY $[(40\text{CY}/2) * 50\%]$. The maximum amount recorded for a hand loaded vehicle will be 50% of its measured capacity. The contractor shall receive 50% reduced payment for a load that receives a penalty, whether hand loaded or otherwise penalized.

J. EQUIPMENT

- i. The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), and remove ash from the incinerator, load and haul for disposal of all non-grindable or non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this Agreement.
- ii. Prior to commencing debris reduction and disposal operations, the Contractor shall present to the City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators).
- iii. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations and shall meet all local FDOT requirements.

- iv. Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.
- v. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the City and shall be subject to examination/inspection by the City throughout the project
- vi. Damaged sideboards must be repaired prior to arriving at the dumpsite or the load will be rejected by the City and payment will not be made to the Contractor for the rejected load.
- vii. All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during loading as needed and transit. Rubber bungee cords will not be permitted.
- viii. The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and the equipment is in good overall condition, and is suitable for the intended work. The City reserves the right to refuse equipment that is deemed, by the City, to be unsafe or inadequate.
- ix. All equipment used for hauling debris shall be measured and accurately marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under this Agreement.
- x. Prior to commencing debris removal operations, the Contractor shall present to the City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.
- xi. Hauling capacity, in cubic yards, will be recorded and clearly marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.
- xii. Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this Agreement.
- xiii. Equipment used under this Agreement shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by the City.
- xiv. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City.
- xv. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 pounds on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

- xvi. Trucks or equipment that are designated for use under this Agreement shall not be used for any other work during the working hours of this Agreement.
- xvii. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Agreement.
- xviii. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Agreement.

K. TREES, TREE STUMP AND TREE LIMB REMOVAL

- i. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the City.
- ii. All stump work performed shall be in accordance with PAPPG.
- iii. The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the City, to the DMS for reduction and disposal.
- iv. The City will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location before removal on a Contractor provided log form, which shall include Latitude & Longitude of each stump as well as an address if one is available.
- v. The Contractor shall measure the tree/stump at breast height (54" above the grade) to determine the diameter of the trunk. If the tree/stump is not 54" above the grade, the Contractor shall measure the tree/stump at the highest point from the grade. Trees and stump shall be removed in an efficient and safe manner.
- vi. As directed by the City, the Contractor shall cut and remove hanging or broken limbs.
- vii. Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the DMS for processing.
- viii. The loading, hauling of tree debris, processing of tree debris, and final disposal shall be conducted under the Right-of-Way debris management requirements and rate schedule.
- ix. The City will not compensate Contractor for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.
- x. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.

L. DEAD ANIMAL CARCASSES

The Contractor shall collect, transport, and legally dispose of dead animal carcasses, or part(s) thereof, including, but not limited to, dead livestock, poultry, household, domesticated and/or large animals in any permissible manner consistent with federal, state and local laws and regulations.

M. HAZARDOUS WASTE SPILLS – if applicable

- i. The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City.
- ii. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.
- iii. Contractor shall provide and inspect spill response equipment including spill kits prior to start of the Project. Quantity of material needed on-site should be commensurate with the quantity of hazardous materials and waste the Contractor expects to have on-site. Contractor shall immediately, and at its own expense, take all steps necessary to curtail any discharge, spill, release or emission of Hazardous Materials and Waste and to mitigate any consequences to persons, property or the environment.
- iv. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point (1-800-320-0519) and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum shall include the following:
 1. Description of the material spilled (including identity, quantity, manifest number, etc.).
 2. Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
 3. Exact time and location of spill, including description of the area involved.
 4. Receiving stream or waters, and any surrounding waters.
 5. Cause of incident and equipment and personnel involved.
 6. Injuries or property damage.
 7. Duration of discharge.
 8. Containment procedures initiated.
 9. Summary of all communications Contractor has with the press/media, agencies, or government officials other than the City, which shall include but not be limited to description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- v. Contractor shall implement and maintain a safety program that meets the requirements of 29 CFR 1910.120 and 29 CFR 1926.65 for any designated Hazardous Waste and Emergency Response (HAZWOPER) work. Designated HAZWOPER work includes any work that falls under the scope of OSHA HAZWOPER regulations or any work designated by the City as HAZWOPER work. The Contractor shall provide documentation of worker HAZWOPER qualification (medical and training) to the City prior to allowing worker access to any designated HAZWOPER site. Additionally, Contractor shall maintain current HAZWOPER worker qualification documentation at the Project Site.

N. RIGHT-OF-ENTRY (ROE) DEBRIS MANAGEMENT (If implemented by the City)

- i. The Contractor shall hold the Federal Government harmless from any and all liability for these services. All procedures relating to this service shall be in accordance with the Debris Management program should the City elect to implement such program.
- ii. The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction items that a property owner requests to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal commences, nor does Contractor warrant that utility damages will not occur as a result of properly conducted services. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City.
- iii. The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

O. WHITE GOODS

- i. All procedures relating to this service shall be in accordance with the Debris Management Plan.
- ii. The Contractor shall be responsible for the removal of refrigerant from all white goods and processing in a legal manner.
- iii. The City reserves the right to maintain ownership of the white goods for recycling per the State of Florida pilot debris management plan.

P. LOAD TICKETS

- i. A five (5) part Load Ticket will be used for recording volumes of debris removed and processed. Contractor shall submit an example load ticket with their response.
- ii. At a minimum, each ticket must contain the following information:
 - 1. The City of North Port, Florida, Debris Load Ticket (as a title).
 - 2. Contractor Name.
 - 3. Ticket Number.
 - 4. Load Site Location.
 - 5. Date.
 - 6. Load Site Zone.
 - 7. Truck (Container) Number.
 - 8. Capacity (Container).

9. Total Debris Volume (Quantity).
 10. Dump Site Name (Location).
 11. Debris Classification (Vegetation, C&D, Mixed, Other).
 12. Comment Section.
 13. Verification Signature Lines (Load Site, Dump Site Monitors, and Contractor).
- iii. A City Load Site Monitor or the City's monitoring contractor will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will give the five (5) copies to the City Disposal Site Monitor at the dumpsite, the City will validate, retain one copy, give one copy to the driver, and three copies to the Contractor (one copy for the sub-contractor and two copies for the prime contractor).
 - iv. The Debris Removal Contractor will not be permitted to unload the debris at a disposal site without an approved Load Ticket that was supplied by their assigned monitor.
 - v. The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the City.
 - vi. The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DMS. The DMS Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.
 - vii. A City Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the City. Load measurements will be documented on Load Tickets.
 - viii. The Contractor shall keep a daily updated log, in each DMS site inspection tower, of all loads received, including the total volume of debris in each load.
 - ix. The Contractor shall provide to the City a copy of all daily log sheets at the end of each business day.

Q. TRAFFIC CONTROL

- i. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.
- ii. The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

- iii. The Contractor must be qualified and provide the City with copies of certifications to conduct traffic control operations on roads.
- iv. The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

R. DUMPSITES

- i. The Contractor shall use only debris dumpsites designated by the City, unless otherwise approved by the City. The Contractor shall haul vegetative debris to the site designated for vegetative debris and construction and demolition and mixed debris to the site designated for construction and demolition debris. The Contractor shall haul hazardous waste debris to the site designated for hazardous waste.

There may be instances when the City will assign the removal of the reduced vegetative debris to a legal and permitted recycling site. The City currently utilizes The Ranch Land Operations, located in south Sarasota County, the entrance is on South River Road. It is unknown at this time if the City would utilize this site in case of an emergency.

- ii. The dumpsite operator will direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.
- iii. The City makes no representations regarding the turn-around time at the dumpsites. The City shall not be invoiced for any downtime at the dumpsites.

11. VARIOUS ANCILLARY SERVICES

- A. The City may hold other Agreements for some of the below ancillary recovery services. However, to ensure the City will have the required resources available the Contractor shall be capable of providing the below equipment, services and/or supplies to the City as directed.

B. EMERGENCY POWER GENERATORS

- i. Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install/set up emergency power to essential facilities as identified and directed by the City. In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.
- ii. Upon delivery of each unit, the Contractor shall contact the designated City staff for receipt and documentation for equipment.
- iii. The Contractor shall be responsible for fueling the Contractor provided generators and City owned generators, on a daily basis, or as identified by and directed by the City. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.
- iv. The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

- v. In some instances, the Contractor shall be required to be on-call twenty-four (24) hours-a-day for repairs to essential generators.
- vi. The City will compensate the Contractor based on the Rate Schedule – Category C. Labor and equipment for fueling shall be based on the Equipment/Labor Rate Schedule – Category B.

C. TEMPORARY SATELLITE COMMUNICATION

- i. The Contractor shall provide temporary satellite communications equipment and “on-air” talk time to the City to facilitate emergency communications within the City and with outside agencies due to loss of communications capability as identified and directed by the City. This task of the scope of service shall be completed in accordance with 7(j)(viii) above.
- ii. City will compensate the Contractor based on the Rate Schedule – Category D.

D. TEMPORARY SANITARY FACILITIES

- i. The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the City. The Contractor shall also obtain a State of Florida licensed subcontractor to service units as may be needed according to the State of Florida Department of health Chapter 64E-6.0101. Additionally, this task of the service shall be completed in accordance with 7(j)(viii) above. The temporary sanitary facilities to be provided by the Contractor include, but are not limited to the following:
 - 1. Portable toilet units;
 - 2. Portable hand washing systems; and
 - 3. Portable shower units
- ii. The units provided by the Contractor will be on a temporary basis until the City’s contracted vendor for temporary sanitary facilities can adequately place their units. Upon delivery of such units, the City will authorize the removal of the Contractor’s temporary units.
- iii. Waste products must be disposed of at a legally operated disposal facility.
- iv. Separate line items are added for restroom, laundry, or shower trailer units with no access to water, sewer, or power. These units would require the vendor to set up tanks for fresh water, waste water, generator power, refueling support for generator power, and refills of propane if applicable for hot water and laundry units.
- v. City will compensate the Contractor based the rate schedule – Category E.

E. REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY

- i. The Contractor shall provide a minimum of one (1) reefer container with four (4) pallets of bagged cube ice made from potable water and one (1) refrigerated container immediately following a disaster event. Placement of containers shall be as directed by the City. This task of the scope of service shall be completed in accordance with 7(j)(viii) above.
- ii. The Contractor shall be responsible for providing and installing temporary generator power or providing supplies/materials to connect reefer(s) and refrigerated container(s) to building power. If the containers are powered by generator, the Contractor shall be responsible for

fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendor; the City will be responsible for payment of fuel for refueling generators.

- iii. The Contractor shall be responsible for providing required maintenance and repairs to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
- iv. Prior to depletion of the initial ice delivery, the City will replenish the ice supply by a separate contract and/or through this contract.
- v. The City will compensate the Contractor based the rate schedule – Category F. Labor and equipment for fueling shall be based on the Equipment/Labor Rate Schedule – Category B.

F. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER

- i. The Contractor shall provide a minimum of three (3) potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the City. This task of the scope of service shall be completed in accordance with 7(j)(viii) above.
- ii. The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the City's potable water system is operational and safe to drink. The Contractor shall also be responsible for securing and maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
- iii. In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or providing supplies/materials to connect the equipment to building power. If the containers are powered by generator, the Contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.
- iv. The Contractor shall be responsible for furnishing the initial delivery of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Prior to depletion of the initial bottled water delivery, the City will replenish the bottled water supply by a separate contract and/or through this contract.
- v. City will compensate the Contractor based on the Rate Schedule - Category G and Category B for refueling labor /equipment services, if applicable.

G. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS

- i. As directed by the City, the Contractor shall provide all mechanics/technicians, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the City's Fleet Maintenance facility was rendered inoperable, or a portion thereof, as a result of the disaster event and/or additional fleet repair assistance is needed. If required, this task of the scope of service shall be completed in accordance with 7(j)(viii) above.
- ii. City will compensate the Contractor based on the Rate Schedule - Category H.

H. TRAFFIC CONTROL AND SIGNAGE

- i. As directed by the City, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the City. If required, this task of the scope of service shall be completed in accordance with 7(j)(viii) above. The following indicates the types of items to be provided and estimated quantities:
 - 1. 200 each – Safety Case Type II Barricades with flashing lights (rental).
 - 2. 100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands (rental).
 - 3. 100 each – Diamond Grade 8-gauge Aluminum 36" x 36" Stop signs (rental).
 - 4. 100 each – A-Frame stands for 36" signs (rental).
- ii. All equipment and materials proposed and used shall be in accordance with FDOT regulations.
- iii. The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The City will reimburse the Contractor for the cost of replacement batteries.
- iv. City will compensate the Contractor based on the Rate Schedule – Category I.

I. CANTEEN

- i. As directed by the City, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding City employees and Mutual Aid employees. If required, this task of the scope of service shall be completed in accordance with 7(j)(viii) above.
- ii. City will compensate the Contractor for equipment, materials and canteen labor in accordance with Rate Schedules – Category J and Category B.
- iii. In addition to providing a canteen area, the Contractor shall provide meals during a disaster event as directed by the City to feed disaster workers.
 - 1. Food services need to be available within 24 hrs. after a storm, or as soon as feasibly possible.
 - 2. Provide breakfast (starting at 6 am), lunch (starting at 11am) and evening meal (starting at 5pm). Meals shall include beverages.
 - 3. Provider will provide the City with a fixed cost per meal at the work location and an option for delivery to offsite workers.
 - 4. Meals provided should be standardized each day (i.e., steam table, or daily meal determined by Contractor). This is to facilitate timely movement of disaster workers in and out of the line. Contractor shall provide gluten free and vegetarian selections.

5. Provider will assist the City by tracking disaster workers via a sign-in sheet at the register or upon delivery. The City will provide the Contractor with a list of employees. An Employee must present his/her ID badge and sign next to his/her name before receiving a meal. One meal per employee. If an employee is picking up multiple meals for coworkers, the ID badge of each coworker must be presented.

6. The City will consider the sign-in sheet the receipt for services, and will pay the Contractor accordingly.

7. Breakfast and lunch shall include both hot and cold options. Dinner will be hot options. Category J Tents Furnishings includes tents and kitchen facilities, and those should be provided for preparation and serving of meals.

J. DEMOLITION OF STRUCTURES, DEBRIS REMOVAL FROM PRIVATE PROPERTY (RIGHT-OF-ENTRY PROGRAM) AND PUBLICLY OWNED PROPERTY (OTHER THAN RIGHTS-OF-WAY)

- i. Should an imminent threat to the life, safety and health of the general public be present on private property or publicly owned property, the Contractor as identified by and directed by the City, will accomplish the demolition of structures. The work order will normally require the demolition debris to remain in place; however, the City may direct the Contractor to remove and relocate the debris to the public rights-of-way for processing through the debris management program. This service shall commence upon receipt by Contractor from the City the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific work assignment, and the physical marking of each structure by the City. The services shall be requested through a work assignment if the City feels that it is in the best interest of the health and safety of its citizens to provide this service.
- ii. The Contractor shall provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the City.
- iii. Contractor shall be licensed in the State of Florida for performing the services.
- iv. As directed by the City, the Contractor shall demolish unsafe privately owned structures, which have been determined by the City to be a threat to the life, health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that a property owner requests to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal begins, nor does Contractor warrant utility damages will not occur as a result of properly conducted services.
- v. The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.
- vi. As directed by the City, the Contractor shall demolish City owned structures, load and transport debris to a legal landfill.
- vii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.

viii. City will compensate the Contractor based on the Rate Schedules, Category B and Category L.

K. EMERGENCY TEMPORARY DRY-IN OF CITY FACILITIES

- i. As directed by the City, the City will compensate the Contractor for equipment, materials and labor in accordance with the Rate Schedules – Category B and Category L.
- ii. Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include, but are not limited to, services for roofs, overhead doors, man doors and windows.
- iii. The Contractor shall be licensed in the State of Florida for performing the services.
- iv. The basic scope for the evident services are as follows:
 1. Roofing:
 - a. Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
 - b. Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated DMS site.
 - c. Dry-in and secure a temporary roofing system, as approved by the City.
 2. Overhead Doors and Man Doors:
 - a. Remove existing overhead door.
 - b. Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated DMS site.
 - c. Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.
 3. Windows:
 - a. Remove unsafe glass and materials from window opening.
 - b. Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated DMS site.
 - c. Contractor may secure the opening utilizing plywood and securely affixing to structure.
- v. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- vi. The City will compensate the Contractor based on the Rate Schedules – Category B and Category L.

L. TEMPORARY SECURITY PERSONNEL

- i. As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and Class D licensed security guard personnel to oversee the security of designated facilities.
- ii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- iii. City will compensate the Contractor based on Rate Schedule – Category B.

M. TEMPORARY LIGHTING

- i. As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.
- ii. The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the City.
- iii. The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect the temporary lighting to building power. If the lighting systems are powered by generator, the Contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.
- iv. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- v. City will compensate the Contractor in accordance with the Rate Schedule – Category K.

N. EMERGENCY CLEANING OF STORMWATER CATCH BASINS

- i. As directed by the City, the Contractor shall provide all labor, equipment, transportation, traffic control, signage and other incidentals required to provide emergency cleaning of storm water catch basins. Service shall include the disposal of the water at the City's Public Works facility or the City's Wastewater Treatment Plant(s).
- ii. Debris collected from storm water appurtenances shall be hauled to a legal disposal facility and not to the DMS.
- iii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- iv. City will compensate the Contractor in accordance with the Rate Schedule – Category B.

O. TEMPORARY PORTABLE FUELING SITES AND DISPENSING:

- i. As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.
 - 1. The equipment proposed must be stabilized and properly secured units in the event another disaster should occur that may affect the fueling facility.
 - 2. The equipment shall have the capability of dispensing unleaded and on road diesel fuel. The units shall be double contained.
 - 3. The Contractor shall be responsible for furnishing and maintaining electrical supply resources for full operation of the equipment.

P. FIRE SUPPRESSION SUPPORT:

- i. As directed by the City, in the event of water system failure in the jurisdiction, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the jurisdiction. The City will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The City shall be responsible for the initial fuel delivery and all other deliveries thereafter.
- ii. Equipment provided shall meet all local, state and federal fire regulations.
- iii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- iv. City will compensate the Contractor in accordance with the Rate Schedule – Category B.

Q. RENTAL OF VARIOUS EQUIPMENT WITH OPERATORS

- i. As requested and directed by the City, the Contractor shall provide all equipment, transportation, operators, and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks.
- ii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- iii. City will compensate the Contractor in accordance with the Rate Schedule – Category B.

R. TEMPORARY FENCING AND LUMBER

- i. As directed by the City, Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.
- ii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- iii. City will compensate the Contractor based on the Rate Schedule – Category L and Category B for labor and equipment.

12. GENERAL REQUIREMENTS

A. REPORTING

The Contractor shall submit a report to the City by 5:00 p.m. each day during the term of the Work Assignment. Each report shall contain, at a minimum, the following information:

- i. Contractor's Name.
- ii. Report Date.
- iii. Location/type of completed work.
- iv. Location of work for next day.

- v. Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance).
- vi. List of roads that were cleared (Emergency Clearance).
- vii. Number of Crews used and available (including number of trucks and loading equipment).
- viii. Daily and cumulative totals of debris removed, by category.
- ix. Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s).
- x. Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- xi. Number of hazardous trees and hanging limbs removed.
- xii. Number of tree stumps removed.
- xiii. Problems encountered or anticipated.

B. It is the City's belief that the services required are adequately described herein. Therefore, any negotiated contract which may result from this RFP, must include the entire effort required of the Contractor to provide the services described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

C. SUBCONTRACTORS

- i. The Contractor shall provide the City with an updated list of all subcontractors, including phone numbers of contact personnel.
- ii. Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- iii. The City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor to ensure safety and quality of the work provided.
- iv. The Contractor will provide information as to what percentage of work described herein will be subcontracted.

D. CONTRACTOR STAFFING REQUIREMENTS

- i. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under the Contract resulting from the RFP. Such personnel shall not be employees of or have any contractual relationship with the City.
- ii. All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- iii. The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

E. CITY STAFFING REQUIREMENTS

- i. The City reserves the right to immediately remove any of Contractor's personnel with or without cause. Personnel subject to removal under this clause are: Contractor staff and sub-contractor staff.
- ii. The City will provide a Storm Debris Removal Project Coordinator (Defined as City Representative in the Agreement) to act as Liaison between City staff, FEMA and Contractor. This person will oversee the City's interest in the entire storm debris removal operation and assure FEMA and contract compliance.

F. MINIMUM LEVEL OF SERVICE

The Contractor shall provide the City multiple estimated minimum levels of service commitments upon receipt of a properly executed Work Assignment by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event, but shall at all times meet the minimum levels required under this Contract.

G. PERFORMANCE REMEDY NOTIFICATION

Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in **which** to respond (in writing) and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety as applicable herein.

H. LIQUIDATED DAMAGES

The Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or mobilize in accordance with section 7(j)(viii) above, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that the City reserves the right to assess damages in the event that the Contractor's response is not timely in accordance with the terms of this Agreement and the Contractor agrees to pay the City said sum for each and every calendar day that the Contractor shall be in default after the time stipulated in the Work Assignment for complying with the mobilization timeline stated in 7(j)(viii) above. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that the said sum amount is reasonable of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

I. MOST FAVORABLE PRICING

By submitting a response to the RFP, the Contractor guarantees the City that the prices reflected in the proposal are no higher than those charged the Contractor's most favored customer for the same or substantially similar service.

J. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, County, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for same.

K. OTHER CONSIDERATIONS

- i. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Agreement.
- ii. The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the City.
- iii. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the City.
- iv. The Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this Agreement.
- v. The Contractor is not permitted to store equipment, trucks, or vehicles on public property without the approval of the City.
- vi. There shall be no overnight parking or camping on public property without the approval of the City.
- vii. The Contractor is encouraged to employ experienced and qualified local sub-contractors and minority/disadvantaged/women owned businesses.
- viii. The Contractor is responsible for costs associated with damages and repairs to private and public property that were caused by their operations. Strict adherence to these specifications is required.

L. OTHER CONTRACTS

- i. Other contracts may be issued for the purpose of removing disaster related debris within the City.

- ii. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.

M. NON-EXCLUSIVE

The awarded Contract shall not be considered exclusive and the City retains the right to obtain similar services from additional contractors. The Contractor may be called upon throughout the Contract term to render services to assist the City with special needs and events for other than full-scale disasters.

13. PERMIT REQUIREMENTS – CITY OF NORTH PORT, FLORIDA

Any related construction, modification to any structure or building, new or old, within the City shall require a building permit. Any and all work contemplated shall be in full compliance with the Code of the City of North Port, Florida, and Chapters 33, 37, and 53 of the Unified Land Development Code and the latest printed edition of the Florida Building Code. The Contractor will NOT be responsible for the payment of City permit fees. All Contractors requesting permits shall have a current Certificate of Competency with the City. All inspection requests will be made to the City's Building Division. The City of North Port, Florida, shall be responsible for payment of all impact fees, if applicable to the project. Contractor shall be responsible for applying, obtaining and posting required permits. However, the Contractor is responsible for payment of all additional costs/fees related to failed inspections. Permits shall be posted on site before the start of any work, and the Contractor is responsible for calling for any and all inspections to the Building Division. Permits are processed through the City's Building Division, City Hall, 4970 City Hall Blvd. North Port, FL 34286.

CITY OF NORTH PORT RIGHTS-OF-WAY USE PERMIT - The Contractor will NOT be responsible for the payment of City of North Port permit fees. All Contractors requesting permits shall have a current Certificate of Competency with the City. All inspection requests will be made to the City's Building Division. The City of North Port shall be responsible for payment of all impact fees, if applicable to the project. Contractor shall be responsible for applying, obtaining and posting required permits. Permits are processed through the City's Building Division, City Hall, 4970 City Hall Blvd. North Port, FL 34286. Permits shall be posted on site before the start of any work, and the Contractor is responsible for calling for any and all inspections to the Building Division.

ANY ADDITIONAL PERMIT REQUIREMENTS - The project area is located within Sarasota County in the State of Florida. Contractor shall be required to verify the all types of permits, permit compliance, and permit cost are secured which are applicable for the type of work required. The Contractor is responsible for all permitting requirements and costs association with the completion of the project, including but not limited to, Sarasota County, State of Florida, and Army Corps of Engineers.

14. SITEWORK

- A. This section consists of all necessary clearing, grubbing, excavation, bedding, compacting, disposal of surplus material, cleanup, inlets, and manholes, as necessary for the proper execution of the work, in accordance with the City approved Plans and Specifications for each Work Assignment.
- B. The Contractor shall schedule and lay out its work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to public property.
- C. Coordination with all affected City departments will be essential to properly execute the work.

- D. The Contractor is responsible for damages and repairs to private and public property. Strict adherence to these specifications is required.
- E. Contractor shall obtain written permission from private property landowner to store equipment and/or material. A copy of letter to be submitted to City prior to commencing work.
- F. Operations shall minimize obstructions to vehicular and pedestrian traffic, and drainage. Illuminated barricades and detour signs shall be in accordance with the FDOT Standard Road and Bridge Constructions Specifications, Section 102, and shall be furnished and maintained until their removal as approved by the City.
- G. The Contractor shall install sheeting or shoring to protect the public and/or private property and human life and safety as may be required. No trench shall be excavated for a length in excess of three hundred feet (300'). All spoil material shall be so placed as to cause the least inconvenience to traffic and minimum damage to property. All spoil or excess material such as rock, excess soil, stumps, trees or other debris shall be removed from the site and disposed of by the Contractor.
- H. The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.
- I. The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage, and other facilities, including persons, as approved by the City Representative. Provide interior and exterior shoring, bracing, or support to prevent the movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- J. The Contractor shall exercise due caution in regard to buried utilities. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City. It shall be the Contractor's responsibility to schedule utility locations forty-eight (48) hours in advance of any excavation.
- K. Contractor shall provide protection from turbidity runoff at all times by utilizing hay bales, silt fences, and/or turbidity curtains, or any other City pre-approved method to control runoff. The City Representative will monitor this activity closely. The Contractor shall be responsible for any violations.

15. EXCAVATION

- A. Excavations shall conform to the latest edition of FDOT Standard Specifications for Road & Bridge Construction, Sections 120 and 125.
- B. **DEWATERING:** Water shall not be permitted to accumulate in the excavated area. It shall be removed by pumping or other means as approved by the City. Due care shall be exercised to meet requirements of Section 120 of the FDOT Standard Specifications for Road & Bridge Construction.
- C. **TRENCH SAFETY ACT:** Contractor shall be solely responsible for complying with the Florida Trench Safety Act (sections 553.60-553.64, Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with its submittal.

- D. **OPEN EXCAVATIONS:** All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at its own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public and workmen.
- E. **TEST PITS:** Test pits for the purpose of locating all known and unknown underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor so as not to create a hazardous area. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the City Representative. The cost for such test pits shall be borne by the Contractor.
- F. **BACKFILLING**
- i. Backfilling shall conform to latest edition of FDOT Standard Specifications for Road & Bridge Construction, Sections 120 and 125 (latest editions).
 - ii. After pipes, structures, and other appurtenances have been installed, the trench or opening shall be backfilled with clean material containing no particles larger than one inch (1"), and shall be placed and compacted in layers not to exceed twelve inches (12") of loose material. The final grade of the backfilling activity shall be the original grade as it existed, or as denoted on the plans if provided. Moistening to secure thorough compaction may be necessary as directed by the City. The Contractor shall be responsible for correcting settlement in all backfilled areas.
 - iii. All excess material such as rock, excess soil, stumps, trees or other debris shall be removed from the site and disposed of by the Contractor.
 - iv. Unless otherwise specified, all backfill shall be compacted to ninety five percent (95%) of an average maximum density as determined by AASHTO T-99 Method C (Modified Proctor). Final reports are to be submitted to the City. The City shall direct Contractor on location of tests. At a minimum, two (2) density tests will be required for backfill of pipe excavations. Frequency of tests will be determined by depth and length of excavation.

16. SODDING

- A. Sodding shall conform to Section 981, *et al*, of the FDOT Standard Specifications for Road & Bridge Construction, latest edition.
- B. The Contractor shall sod entire project area with Argentine Bahia sod, where applicable, after activity. Sod shall be healthy and show signs of recent vigorous growth.
- C. All sod shall be placed with edges in close contact (no gaps or overlapping) and shall be firmly and smoothly embedded by tamping or rolling with appropriate tools.
- D. The contractor shall use two stakes or staples per piece with the installation of sod on sloped terrain (2:1), and/or upon request from the City of North Port. All stakes or staples shall be provided by the Contractor and approved by the City of North Port, Florida, prior to use.
- E. Sodding is required in all right-of-way areas wherever existing sod has been damaged or removed due to construction.

- F. The Contractor shall sod any areas damaged by construction activity at the Contractor's expense.
- G. Newly sodded areas shall be maintained by the Contractor until the sod is established which shall be at a minimum thirty (30) days from planting. The Contractor is responsible for watering sod by utilizing a water truck at the Contractor's expense or contacting the City's Utility Department to utilize City water and a water meter also at the Contractor's expense.
- H. Minor grading by the Contractor is anticipated to facilitate drainage on site.

17. TRAFFIC MAINTENANCE

- A. It is the Contractor's responsibility to control and maintain traffic through and/or around the work area for the duration for the construction period.
- B. This work shall conform to Section 102, *et al*, of the FDOT Standard Specifications for Road & Bridge Construction (latest edition).
- C. No roadways or streets will be permitted to have more than one (1) lane of traffic closed at any time. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he/she shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures necessary to ensure the well-being of persons in close proximity to the work area.
- D. The Contractor shall coordinate with and receive permission from the City in order to excavate in, cross, or in any other manner perform work which will impede traffic on or require closure of any road or parking facility.

18. NOISE CONTROL

The Contractor shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

19. MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, Contractor shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly, to ensure they are operating correctly. Contractor shall insure all local, state and federal requirements are adhered to during the course of the work.

20. PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, private or public, including poles, signs, services to building, utilities in or above the street(s), gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings, and not designated for demolition removal and disposal. The Contractor shall carefully support and protect all such structures and utilities from damage of any kind. The Contractor at their expense shall repair any damage resulting from the Contractor's operations.

- B. Assistance will be given to the Contractor in determining the location of existing utility services; however, the Contractor shall bear full responsibility for obtaining all locations of underground structures and utilities, including existing water services, etc. All services to the building(s) shall be maintained, and any damages resulting from Contractor operations shall be the sole responsibility of the Contractor.
- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be part of the work under the Contract and all costs incurred shall be included in the Total Price(s) stated in the Cost Proposal.

21. OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that during excavation at the Project sites, the possibility exists of the Contractor encountering various water, chemical, electrical, mechanical, or other lines not shown on the Drawings and/or Work Assignment. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall notify the City and the affected provider of the damaged existing line immediately and repair the line at no cost to the City.
- B. The Contractor shall ensure the stability of all utility and/or other poles on the project site is maintained throughout the project. The Contractor shall also give advance notice of scheduled work to the owners of said utility and/or other poles that are in close proximity to any excavation areas. This activity shall be included in the cost of said work.

22. SITE RESTORATION

Upon completion of the project the Contractor shall remove all excess material and shall clean up and restore the site to the condition it was in prior to the emergency. All damage, as a result of the work under this Contract, done to existing structures that are not part of this contract, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired.

23. COORDINATION OF PERMITS, SPECIFICATIONS, & SPECIAL PROVISIONS

- A. These specifications, permits, special conditions, and all supplementary documents are integral parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. In case of discrepancy, computed dimensions shall govern over scaled dimensions. Permits shall govern over Specifications.
- B. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerance, shown on the permits or indicated in the specifications.
- C. In the event the City finds the materials, end product, other furnished product(s), or the work performed are not in reasonably close conformity with the permits or specifications and have resulted in an inferior or unsatisfactory product, the work, materials and/or end product shall be removed and replaced or otherwise corrected at the expense of the Contractor, in a manner acceptable to the City.

24. CONSTRUCTION HYDRANT METER FEE SCHEDULE

- A. Hydrant meters are available upon receipt of paid meter deposit fee and completed meter application. Contractor is responsible for installing the meter at the designated location. All meters are to remain at the location of installation until returned to North Port Utilities Service office at 6644 W. Price Boulevard, North Port, FL. Meter readings will be called in monthly to office personnel and subject to all current fees and charges stated on the City's website <http://www.cityofnorthport.com/government/city-services/utilities/utility-billing>.
- B. Connection to a fire hydrant without an approved backflow prevention device is prohibited. Specific standards are stated in the City's Utility Standards and Specifications which are available to be viewed at the City's Utility's Department, 6644 W. Price Boulevard, North Port, FL.
- C. A fee will be charged against the meter account for any damages caused to City meters, hydrants, or appurtenances based upon cost and actual expenses.
- D. The City will send a bill monthly to Contractor for the meter charges and consumption.

25. WORK ASSIGNMENTS:

Work assignments will be used to administer the Agreement.

For each proposed work assignment, the Contractor shall prepare and submit a time schedule and list of personnel and sub-contractors 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 Contractor at any time for any project as the City deems appropriate.

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

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.

END OF PART II

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/Teams meetings. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

The evaluation of Proposals shall include all unit prices stated in the bid items schedule. However, to evaluate the unit prices, the City has established evaluation scenarios in Category A for certain items between A.1 through A.26. These evaluation scenarios shall be incorporated in the total prices bid.

AWARD CRITERIA: Firms are ranked according to the evaluation criteria below, but shall not be limited to, considerations listed under Part II- THROUGH IV. 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(s) will be in the best interest of the City. The City's decision will be final.

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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>
Proposers Qualifications, and Experience A. Qualifications of Company B. References C. Ability to Remove, Process & Dispose of Disaster Debris D. Removal of Hazardous & Special Debris E. Ability to Establish & Operate TDSR Sites F. Experience in Community Relations G. Experience with Environmental Issues (i.e. Site Remediation)	0-5		X 7	=
Key Staff Qualifications	0-5		X 2	=
Subcontracting Plan	0-5		X 4	=
Operational Plan for the City	0-5		X 4	=
SUB-TOTAL				
THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:				
PRICE SCHEDULE IS WORTH A MAXIMUM 15 POINTS				

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 criteria, 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 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 bidder by each committee member are added together for a total ordinal score.
- 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 bidders 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 Bidder's proposals prior to the public ranking meeting.
- 6) The proposed price schedule will be scored by Purchasing in the following manner:

Proposer shall complete the Price Schedule form included with the solicitation (Excel Worksheet) and incorporate into this section. All line items of the proposal form must be completed. The City will only accept proposals submitted on the proposal provided by the City. Proposals submitted on forms, other than those provided by the City are not inclusive of all line items, will be deemed as non-responsive and ineligible for award. Pricing provided as part of the submissions shall be utilized for evaluation purposes and may be utilized for final award/contracting. The City does reserve the right to negotiate pricing with the number 1 selected Proposed as a condition of award.

Price Scoring: (if applicable) The Proposer with the lowest Price Proposal submitted will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$150,000.00 / \$160,000.00 = .9375 * 25 = 23.44$ points.

- 7)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 –MICROSOFT TEAMS DISCUSSIONS, EVALUATIONS, AND RANKING:

The Selection Committee shall evaluate and rank the proposals submitted by all responsive firms. The Committee will shortlist the submittals and may hold telephone discussions. Telephone discussions are not open to the public, ***please see schedule below and ensure that a representative of your company will be available via telephone when called by the Selection Committee.*** Each of the top scored Contractors will be contacted via e-mail and informed of the time that the discussions will begin. The short-listed Contractors may be provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting

Contractors in alphabetical order, with an anticipated time frame not to exceed 20 minutes with each Contractor being called consecutively.

As stated above, discussions will be held via telephone utilizing the telephone number listed on the signature page of the submittal form. It is each Contractor's responsibility to have the appropriate personnel at that telephone site to respond to the questions and/or clarification. Once the telephone discussions are completed, the Selection Committee will commence discussions, evaluations and ranking meeting (which is "Open" to the public).

The City anticipates entering into one (1) primary agreement (highest ranked), one (1) secondary agreement (second highest ranked), and one (1) tertiary agreement (third highest ranked) with the Proposer(s) who submit the proposal(s) judged to be most advantageous to the City. The Proposer(s) 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.

The City's Purchasing Division 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 Agreement(s) and authorize the City Manager or his Designee to execute the Agreement(s).

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

Timeline of Events	Event Time (EDT)	Event Date
Issuance of Proposal	9:00 AM	2/21/2025
Deadline to submit questions/clarifications	2:00 PM	3/18/2025
Submittal Due Date	2:00 PM	3/25/2025
<p><i>Meeting will be held via Microsoft Teams Further</i> (Closed to Public)</p> <p>Evaluation and Ranking Committee Meeting (Open to Public)</p>	<p>TEAMS</p> <p>(OPEN TO PUBLIC) CITY HALL, ROOM 244</p>	4/4/2025
Agreement to Commission (Estimated)	4:00 PM (OPEN TO PUBLIC) CITY HALL, CHAMBERS	TO BE DETERMINED

END OF PART III

PART IV – RULES, INSTRUCTIONS AND 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 Consultant'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 legibly in **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 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 or by requesting a faxed registration form by calling (800) 711-1712. **If you are interested in receiving free notification(s) solely for the City of North Port's solicitation documents, please contact DemandStar directly at 1-800-711-1712 with your request. 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; the contact name, address, telephone number and e-mail; and the date of the proposal.

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

TAB 1 TRANSMITTAL LETTER: Provide an informative, narrative letter pertinent to your firm’s Scope of Service response. The response shall contain a cover letter **signed in blue ink** by an authorized person who can bind the firm.

TAB 2 REFERENCES AND PERFORMANCE QUESTIONNAIRE VERIFICATION:

- Provide information indicative of experience in other past projects directly related to the scope of work and of similar complexity with debris monitoring services to government entities.
- A reference list for the Proposer, which are DIRECTLY related to similar projects detailed herein are required. Proposer SHALL provide the firm/company name, contact name, e-mail address, telephone and fax numbers for each reference.
- 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.
- Provide a list of all government agencies in Florida for which the Proposer provided full time, year-round emergency debris recovery services documenting the previous, immediate three (3) years’ experience, which is defined as January 2021 through December 2023. Proposer should note whether it was part of a joint venture and, if so, whether they were the primary or secondary Contractor. Proposer shall provide the following information for each agency: government agency name, project/event title; contract term, and brief description of the work completed.

REFERENCES INSTRUCTIONS:

PROPOSER WILL SEND THIS FORM TO EACH REFERENCED CLIENT LISTED ON ATTACHMENT 3. THE CLIENT IS TO COMPLETE THIS FORM AND RETURN DIRECTLY BACK TO THE PROPOSER. THE PROPOSER WILL SUBMIT THE COMPLETED FORM WITH THEIR PROPOSAL. IT IS THE PROPOSER’S RESPONSIBILITY TO OBTAIN AND SUBMIT ALL COMPLETED FORMS WITH THEIR PROPOSAL PACKAGE.

IF THERE ARE UNFORESEEN CIRCUMSTANCES AND THE CLIENT CANNOT RETURN COMPLETED FORM DIRECTLY TO THE PROPOSER, COMPLETED FORMS MAY BE DIRECTLY SUBMITTED TO: PURCHASING@NORTHPORTFL.GOV REFERENCING THE RFP #: 2025-01.

THE CITY RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

NOTE: IF COMPLETED REFERENCES ARE NOT RETURNED TO PURCHASING, IT MAY AFFECT THE EVALUATION RATING

TAB 3 TEAM ORGANIZATION, MANAGEMENT AND GENERAL QUALIFICATIONS: Detailed description of the Proposer’s experience, which shall include the following topics, IN THE BELOW ORDER:

- Organizational Chart
- Number years providing debris management and disaster recovery services
 - Financial Stability – Proposer shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City. Provide clear and sufficient information that will document the financial qualifications, fitness and stability of Proposer.
- Information describing company’s technical and construction capabilities and resources.
- Training and experience (list all certifications) – A hard copy of all certifications shall accompany your response (more than one certification may be placed on a single page).
- Accomplishments

- Success in filing and receiving federal (FEMA, FHWA, etc.) and state reimbursements for disaster recovery work
 - Experience in preparing and submitting federal/state project work sheets, and compliance with public policy.
- Expertise and experience in assessing, removing and disposing of specialty debris including hazardous materials, dead animals and Hazardous Stumps.
- Expertise and experience in demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way).
- Expertise and experience in assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.

Single firms, multiple firm, or joint venture teams shall clearly be identified and shall include the roles, responsibilities and office location of the proposed participants. Proposed team personnel and project management structure shall be documented. Identify the principal within the firm responsible for the project and a statement presented that those persons would not be substituted without the express permission of the City.

TAB 4 KEY STAFF QUALIFICATIONS: List of the name, title or position, and project duties of those persons who will have a management or senior position working with the City if awarded this Contract. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the types of services to be performed and of federal, state and local laws and regulations governing this type of work, as well as the person's familiarity with representatives of FEMA or other federal, state or local agencies.

Identify the lead person(s) proposed for the project team and provide their qualifications and certifications. Submit the resumes of the team personnel to be involved in the contract.

TAB 5 PARTICIPATING SUBCONTRACTORS: PROVIDE A LIST OF ALL CURRENT SUBCONTRACTORS WHICH THE PROPOSER HAS CURRENT CONTRACTS FOR PROVIDING SERVICES. THE LIST SHALL INCLUDE THE SUBCONTRACTOR NAME, LOCATION, NUMBER OF YEARS' EXPERIENCE IN DEBRIS MANAGEMENT/DISASTER RECOVERY.

- SUB-CONTRACTING PLAN THAT PROVIDES A CLEAR DESCRIPTION OF THE SCOPE AND PERCENTAGE OF WORK THE CONTRACTOR MAY SUBCONTRACT OUT AND LIMITING USE OF SUBCONTRACTORS TO ONLY THOSE APPROVED BY THE CITY.
- PLAN SHALL INCLUDE DETAILS ON ADVERTISING/MARKETING FOR LOCAL SUBCONTRACTORS
- SAMPLE OF SUB-CONTRACTING CONTRACTS
- POLICY OR PROCEDURE FOR COMPLIANCE WITH 2 CFR §200.321 NOTICING OPPORTUNITIES AND CONTRACTING WITH MBE/DBE/WBE BUSINESSES

TAB 6 PROJECT APPROACH: DEMONSTRATE THE PROPOSER'S UNDERSTANDING OF THE SCOPE OF SERVICES REQUIRED FOR EMERGENCY DEBRIS MANAGEMENT SERVICE ASSISTANCE. SUBMIT AN OUTLINE DESCRIPTION OF ANTICIPATED TASKS IN SEQUENCE. IDENTIFY ANTICIPATED DELIVERABLES TO DEMONSTRATE THE REPORTING AND RECORDING PRACTICES. SAMPLE REPORTS, DAILY WORK SHEETS, POLICIES AT A MINIMUM, THE PROPOSER SHALL PROVIDE SUPPORTING DOCUMENTS OR DETAILS FOR THE FOLLOWING TOPICS:

- PROPOSER'S THOROUGH UNDERSTANDING OF THE ELEMENTS AFFECTING REMOVAL AND PROCESSING OF VEGETATIVE DEBRIS AND MIXED DEBRIS FOLLOWING A DISASTER EVENT.
- MOBILIZATION/OPERATION PLAN THAT OUTLINES THE PROPOSER'S MOBILIZATION/OPERATION PROCEDURES FOLLOWING A DISASTER EVENT. THIS OUTLINE SHALL INCLUDE A BREAKDOWN OF THE TIME REQUIRED TO PERFORM EACH TASK INCLUDING GUARANTEED TIMES TO MOBILIZE THE PROPOSER'S FORCES, TO ESTABLISH AN ONSITE EMERGENCY RESPONSE AND COMMUNICATION CENTER, TO MOBILIZE RECOVERY EQUIPMENT, TO ESTABLISH DMS, AND TO MOBILIZE SUBCONTRACTORS. THE MOBILIZATION/OPERATION PLAN SHOULD INCLUDE A BREAKDOWN OF THE MANPOWER (POSITION TITLES AND NUMBER OF SUPPORT PERSONNEL) AND EQUIPMENT THAT WILL BE ASSEMBLED DURING EACH PHASE OF THE PROPOSER'S RESPONSE.
- DESCRIPTION OF THE PROPOSER'S "CLEAN AS YOU GO" POLICY.
- OPERATION PLAN FOR DMS THAT DESCRIBES THE OPERATIONS EXPECTED INCLUDING MATERIALS HANDLING, REDUCTION, STORAGE, RECYCLING, EQUIPMENT MAINTENANCE, ETC.
- PROPOSER'S ORGANIZATIONAL CHART AND "CHAIN OF COMMAND" OF THE PROPOSER'S RESPONSE TEAM. THE PROPOSER'S PROJECT MANAGEMENT METHODS SHOULD BE EXPLAINED, INCLUDING PROTOCOLS FOR TEAM WORK ASSIGNMENTS, DATA MANAGEMENT, PROJECT TRACKING, AND ANY OTHER APPROPRIATE MANAGEMENT CONSIDERATIONS. THIS DISCUSSION SHOULD DEMONSTRATE THE PROPOSER'S ABILITY TO SUPERVISE MULTIPLE CLEAN-UP CREWS, TO MANAGE MULTIPLE TASKS SIMULTANEOUSLY AND EXPEDITIOUSLY, AND TO RESOLVE PROBLEMS. IT SHOULD ALSO EXPLAIN THE PROPOSER'S APPROACH TO ENSURING THE QUALITY OF THE WORK BEING PERFORMED BY ITS CREWS AND SUBCONTRACTORS.
- COMMUNICATION PLAN, WHICH SHALL INCLUDE COMMUNICATION METHODS WITH THE CITY.
- COMPREHENSIVE DESCRIPTION OF THE PROPOSED QUALITY CONTROL PLAN. THIS DESCRIPTION SHOULD INCLUDE, AT A MINIMUM, THE PROPOSER'S QUALITY CONTROL ORGANIZATION, OVERVIEW OF TASKS TO BE INSPECTED, REPORTS, AND METHODS OF INSPECTIONS.
- DESCRIPTION OF THE PROPOSER'S CUSTOMER SERVICE PLAN TO RESPOND TO CITY COMPLAINTS.
- ABILITY TO TRACK AND RECORD ALL WORK FOR INVOICES AND AUDITING PURPOSES
- OTHER UNIQUE SERVICES YOUR COMPANY CAN PROVIDE
- CONSTRUCTION DRAWINGS FOR TEMPORARY INSPECTION TOWERS
- PUBLIC ANNOUNCEMENTS/NOTICES, INCLUDING SPECIFIC DATE ON PROPOSED VENUES.

DETAILED LIST OF ANY OTHER SERVICES THE PROPOSER IS ABLE TO PROVIDE AND HOW THESE SERVICES WILL BE ACCOMPLISHED.

TAB 7 RESPONSE TIME REQUIREMENTS/EVENT LOCATION:

NOTE: THIS SECTION MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

Provide a **GUARANTEED** response time, for each service proposed to mobilize to the City in the event of a disaster.

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.

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

TAB 8 PRICES: Proposers are **strongly encouraged to review and verify their proposed prices.**

- **PROPOSAL MAY BE REJECTED IF ANY PRICING ITEM IS NOT PROVIDED/LEFT BLANK**
- **PROPOSAL WILL BE REJECTED IF ANY MODIFICATION IS MADE TO THE SCHEDULE FORMS (ie. adding line items or recreating the schedule). Must use the forms provided.**
- **PRICE SCHEDULE IS NOT INCLUDED IN THE PAGE COUNT. THIS IS CONSIDERED A CITY REQUIRED FORM.**
- **PROPOSAL MUST HAVE THE EXCEL SPREADSHEET IN EXCEL FORMAT ON THE USB DRIVE INCLUDED WITH SUBMITTAL PACKAGE, NOT IN PDF FORMAT.**

TAB 10 LITIGATION AND INSURANCE –

- 1) Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome.

Check One: _____ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.

_____ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past five (5) years.

The Proposer must disclose any litigation or judgments which exceed \$100,000 by any party, not just local, state, or federal entities.

- 2) Provide letter from insurer:

- A. Evidencing the Proposer's ability to obtain the insurance requirements of General Liability of not less than \$1,000,000.00, Commercial Auto Liability Policy of not less than \$1,000,000.00 and Worker Compensation Insurance covering all employees meeting Statutory Limits.
 - B. Stating deductibles for each required policy. No deductibles shall be greater than 10% of the individual insurance policy.
- 3) Provide letter from an authorized agent of Florida admitted bonding company stating:
- i. Maximum bonding capacity of the Contractor
 - ii. Bonding Company and Contractor are capable of fulfilling all bonding requirements set forth in this solicitation.
- 4) Provide evidence of the Proposer's ability to meet time requirements of producing performance and payment bonds (72 HOURS); and
- i. Surety evidencing bonding capacity to handle the potential debris management operations of at least \$1,000,000 annually.

TAB 10 ADDITIONAL INFORMATION: Any other pertinent information the proposer chooses to provide.

TAB 11 CHECKLIST AND CITY REQUIRED FORMS (THIS CHECKLIST WILL BE THE FIRST ITEM IN TAB 12):

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. STATE OF FLORIDA REGISTRATION: Proposer shall be registered with the State of Florida to perform the services required for this Request for Proposal. A copy of Registration must be included with submission.

- ☐ Attached
- ☐ Other (explain): _____

B. MBE/WBE/VBE: If Proposer (primary not subcontractors) is claiming MBE/WBE/VBE a copy of the certificate from Department of Management Services must be included with submission (if not applicable, state N/A).

- ☐ Certificate Attached from Department of Management Services
- ☐ Not Applicable

C. CITY REQUIRED FORMS:

- ☐ 1.1 Insurance
- ☐ 2. Proposal Submittal Signature Form
- ☐ 4. Statement of Organization
- ☐ 5. References
- ☐ 6. Non-Collusive Affidavit
- ☐ 7. Conflict of Interest
- ☐ 8. Public Entity Crime
- ☐ 9. Drug-Free Workplace (If Applicable)
- ☐ 10. Statement of Compliance with the Florida Trench Safety Act form (Complete if Applicable)

- ☐ 11. Scrutinized Company Certification
- ☐ 12. E-verify
- ☐ 13. Lobby Certification
- ☐ 15. Purchase Orders
- ☐ 16. Sanctions
- ☐ 17. Termination
- ☐ 23. Human Trafficking
- ☐ 25. Foreign Entities

D. FEDERAL REQUIRED FORMS:

- ☐ 14. Certification by Bidder – Executive Order 11246
- ☐ 18. Minimum Qualifications Requirements
- ☐ 19. Federal Non-Collusion/Lobbying
- ☐ 20. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
- ☐ 21. Acknowledgement of Terms, Conditions, and Grant Clauses
- ☐ 22. Certifications and Representations -Grant Funds
- ☐ 26. Schedule of subcontracting and affidavit
- ☐ 27. Schedule of subcontracting and
- ☐ 28. Certification of nonsegregated facilities
- ☐ 29. Certification of nondiscriminatory labor practices

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

- F: LETTER OF BONDABILITY (ATTACHED)** ☐ YES ☐ NO
A Letter of Bondability from their Surety Company (not the surety agent) showing their capacity which shall not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of A- (Excellent) or better.

- G:** Contractor shall submit an example load ticket with their response.

CHECKLIST – CONTINUED

H. SUBMITTAL PACKAGE REQUIREMENTS

☐ **NUMBER OF PAGES-** the proposal **shall not exceed 100 pages (one-sided) or 50 pages (two-sided)** in length. **(Tab 12, The Title Page, Table of Contents, City Required Forms, resumes, and tabs do not count towards the TOTAL NUMBER OF PAGES).**

☐ 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. Maximum number of pages shall be **100 pages (one-sided).** **The Title Page, Table of Contents, City Required Forms, resumes, and tabs do not count towards the TOTAL NUMBER OF PAGES).**

☐ Place proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time.

☐ **PAPER/FONT SIZE:** 8.5"x11"/Font Calibri 11, PDF FORMAT.

☐ **NUMBER OF ORIGINAL PROPOSALS:** ONE (1) original hard-copy UNBOUND (marked "ORIGINAL") and signed in blue ink.

☐ **NUMBER OF COPIES:** THREE (3) hard-copies BOUND (marked "COPY").

☐ **USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) or Flash Drive containing the entire submittal. **Submit the Excel Price Schedule Spreadsheet in Excel format only.**

DO NOT USE THREE RING BINDERS OF ANY KIND

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

COMPANY: _____

SIGNATURE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment 1.1

GENERAL INSURANCE

A. Insurance.

(1) Before performing any work pursuant to this Contract, the Contractor must procure and maintain, during the life of this Contract, the insurance listed below against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, 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 State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A - Excellent: FSC VII." No changes can be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the Contractor. The insurance policies must remain in place until all of the Contractor's and subcontractor(s)' obligations and warranty periods in place pursuant to this Contract have been discharged or satisfied.

(2) The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done pursuant to this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase additional insurance as it may determine necessary. The extent of Contractor's liability for indemnity of the City must 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.

B. Workers' Compensation and Employers' Liability Insurance. Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for bodily injury or disease. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

C. Comprehensive Commercial General Liability Insurance. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.

The policy must include General Liability with a limit of \$1,000,000 for General Aggregate; \$1,000,000 for each occurrence; \$1,000,000 for Products and Completed Operations; \$100,000 for damage to rented premises; and \$100,000 for Fire Damage. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

D. Automobile Liability Insurance. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for Bodily Injury; \$1,000,000 per accident for Bodily Injury; and \$1,000,000 per accident for Property Damage. Proof of such insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

Environmental/ Pollution Liability : The policy must include Environmental/ Pollution Liability insurance with a limit of \$500,000 for each occurrence and \$500,000 aggregate.

E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, 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 SUBCONTRACTORS, 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 APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.

F. Policy Form.

(1) All policies required by this Contract, except for Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, 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 insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements 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 Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.

(3) Each insurance policy required by this Contract must:

(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 must 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 Division of any occurrence 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 Contractor is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether 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.
- (6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance 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 Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of **thirty (30) calendar days** prior to expiration of the insurance Contract when applicable. All insurance certificates must be received by the City's Purchasing Division before the Contractor commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.
- (7) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed pursuant to this Contract must be provided to Contractor's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Contractor.

Attachment 2

PROPOSAL SUBMITTAL SIGNATURE FORM

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_____

Telephone #	E-Mail	Fax #
--------------------	---------------	--------------

Main Office Address

City	State	Zip Code
-------------	--------------	-----------------

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

Office Address

City	State	Zip Code
-------------	--------------	-----------------

Telephone #	E-mail	Fax #
--------------------	---------------	--------------

Name & Title of Firm Representative

Signature	Date
------------------	-------------

Do you accept Visa? ☐ YES ☐ NO

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment 4

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.

Company Name _____

Telephone # **E-Mail** **Fax #**

Main Office Address

City **State** **Zip Code**

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

Office Address

City **State** **Zip Code**

Telephone # **E-mail** **Fax #**

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Name & Title of Firm Representative

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.

Is this a Florida Corporation: **(Please Check One)**
☐ Yes or ☐ No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

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

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 _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____
day of _____ 20__, by _____ (name), as _____
(title) for _____ (entity).

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment 5
REFERENCES/CLIENT LISTING

The Proposer (Firm/Company) shall demonstrate a minimum of three (3) consecutive years' experience of providing DEBRIS MANAGEMENT/DISASTER RECOVERY services as the **prime contractor** and at least in one (1) event; the prime contractor in a jurisdiction of at least 50,000 people. Proposers shall demonstrate meeting this minimum qualification requirement in the reference section of the Response Form. Proposers shall provide ALL requested information in the Contact and Qualifications 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.

The timeline for referenced projects is **January 2021 through December 2023**. The Proposer shall demonstrate a project with the earliest completion date in 2021 and the latest completion date in 2023. Attach additional sheets if necessary.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

COMPANY NAME: _____

SIGNATURE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

ATTACHMENT 5

REFERENCE AND PERFORMANCE QUESTIONNAIRE VERIFICATION FORM

RFP 2025-01 EMERGENCY RESPONSE SERVICES, DEBRIS MANAGEMENT SERVICES, AND ANCILLARY PREPARATION/RECOVERY SERVICES

1. Contractor Information (Proposer information)
FIRM NAME: _____
ADDRESS: _____
Telephone number#: _____
E-mail: _____
Point of Contact _____ Contact Phone Number _____
2. Worked Performed as _____ Prime _____ Sub Contractor _____ Joint Venture _____ Other (Explain) Percent of project work performed _____% If Subcontractor, who was the prime (Name/Phone #) _____
3. CONTACT INFORMATION Contract Number: _____ Contract Type: _____ Firm Fixed Price _____ Cost Reimbursement _____ Other (please specify): _____ Contract Title: _____ Contract Location: _____ Award Date (mm/dd/yy) _____ Actual Completion Date: _____ Original Contract Price (Award Amount): _____ Final Contract Price (to include all modifications, if applicable): _____ Explain the Difference: _____
4. PROJECT DESCRIPTION: Complexity of Work _____ HIGH _____ MED _____ ROUTINE How is this project relevant to project submission?

5. CLIENT INFORMATION

Name: _____ Title: _____
 Name of Entity: _____
 Phone Number: _____
 E-Mail: _____

PERFORMANCE EVALUATION	(CHECK) "YES" OR "NO"
1. Was the scope of work performed similar in nature?	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
2. Did this company have the proper resources and personnel by which to get the job done? If no, please describe: _____ _____ —	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
3. Were any problems encountered with the company's work performance? If yes, please describe: _____ _____ —	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
4. How long did the company/individual work for you?	Years: _____ Months: _____
5. On a scale of 1 to 10, 10 being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	_____
6. If the opportunity were to present itself, would you rehire this company? If no, please state why: _____	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
7. Date Questionnaire completed	(mm/dd/yy) _____ _____

8. Please provide any additional comments pertinent to this company and the work performed for you (you may use additional pages): _____

Signature _____

INSTRUCTIONS:

PROPOSER WILL SEND THIS FORM TO EACH REFERENCED CLIENT LISTED ON ATTACHMENT 3. THE CLIENT IS TO COMPLETE THIS FORM AND RETURN DIRECTLY BACK TO THE PROPOSER. THE PROPOSER WILL SUBMIT THE COMPLETED FORM WITH THEIR PROPOSAL. IT IS THE PROPOSER'S RESPONSIBILITY TO OBTAIN AND SUBMIT ALL COMPLETED FORMS WITH THEIR PROPOSAL PACKAGE.

IF THERE ARE UNFORESEEN CIRCUMSTANCES AND THE CLIENT CANNOT RETURN COMPLETED FORM DIRECTLY TO THE PROPOSER, COMPLETED FORMS MAY BE DIRECTLY SUBMITTED TO:
PURCHASING@NORTHPORTFL.GOV REFERENCING THE RFP #: 2025-01.

THE CITY RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

NOTE: IF COMPLETED REFERENCES ARE NOT RETURNED TO PURCHASING, IT MAY AFFECT THE EVALUATION RATING.

Attachment 6
NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

_____ who, being first duly sworn, deposes and says

that:

1. Affiant is the _____ of _____, the Respondent that has submitted the attached reply;
2. Affiant 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 on _____, 20_____.

Signature

Printed Name

Title

SWORN ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2023, by _____.

Notary Public

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment 7
CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. *[Select and complete all that apply]:*

☐ I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: _____

☐ I am the spouse or child of an employee, public officer, or advisory board member of the City.

Identify the name of the spouse or child: _____

☐ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "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 Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

☐ Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member

☐ None of the Above

PART II: Will you 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 will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

Attachment 7

Signature of Person Authorized to Bind the Contractor

Printed Name

Title

Date

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment 8
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 Consultant 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 Contractor,
have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: _____ Fax #: _____

Federal ID #: _____ Email: _____

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online
notarization, this ____ day of _____ 2024, by _____.

Notary Public – State of Florida

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

Attachment 9
DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,
_____ (Company Name):

1. Publishes 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. Informs 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. Gives 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), notifies 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. Imposes 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. Makes 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.

Signature

Printed Name

Title

Date

THIS PAGE MAY BE SUBMITTED WITH PROPOSAL

Attachment 10
SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

1. This Sworn Statement is submitted with Proposal No. 2025-01 for debris management services.
2. Sworn Statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____
(PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of _____
_____ with the above entity.
4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the City and ENGINEER, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated \$ _____ per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures: _____
7. The undersigned has appropriated \$ _____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures: _____
8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

Authorized Signature

(Title)

STATE OF _____
COUNTY OF _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2024, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment 11
SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor 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 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:

Signature of Contractor's Authorized Representative

Name

Title

Date

Attachment 12

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

Vendor's Company Name

Signature

Signatory's Name

Signatory's Title

SWORN ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

Attachment 13

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized
Representative

Name

Title

Date

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment 14
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 Proposal 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 (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment 15

PURCHASE ORDER CHANGES

- A. The parties may make changes to the contract work, including additions or deletions, provided that such changes are within the general scope of the contract work. Any change affecting the contract price must be in writing and signed by both parties. The Contractor is not entitled to any increase in price or extension of time unless the contract is changed in accordance with this section.
- B. Either party may submit to the other a change proposal, which must identify any proposed changes in contract price or time, explain why the change is believed necessary, and cite to any applicable provision of the contract. Within a reasonable time, the party receiving the proposal shall respond in writing to the other party. If the parties agree to the change, they will execute an amendment to the contract changing its terms.
- C. Without invalidating the contract, the City may order additions, deletions, or revisions in the work, provided that such changes are within the general scope of the contract work. Such changes may be accomplished by a contract amendment, if the City Commission and Contractor have agreed as to the effect, if any, of the changes on contract price. If the parties cannot agree, the Contractor shall proceed with the work, or, in the case of a deletion, cease activities with respect to the deleted work, subject to the Contractor's right to claim for additional compensation or time. Any such claim must be made in writing within 14 days. Additional compensation will be limited to Contractor's actual cost of the work, plus reasonable profit and overhead. Nothing in this section shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the contract or governing laws and regulations.

Attachment 16
SANCTIONS AND PENALTIES

In the event of a breach of the terms of this Contract, the Contractor and its subcontractors will be subject to sanctions and penalties as may be imposed and remedies invoked as provided by rule, regulation, or order of the local, state, and federal agency, and as otherwise provided by law and other terms of this Contract.

Attachment 17

TERMINATION FOR CONVENIENCE

The City reserves the right, in its best interest as determined by the City, to cancel this Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Contract is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Contract through the termination date specified in the written notice of termination. The Contractor acknowledges and agrees that Contractor has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Contractor, for City's right to terminate this Contract for convenience. The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Attachment 18
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) Proposer's (Firm's) years in business shall equal or exceed 5 years.

State the number of years and months in business: ____ Years ____ Months

- b) Required licenses – Current State of Florida Certified General Contractor or Certified Building Contractor:

☐ State the type of license: ☐ Certified General Contractor or ☐ Certified Building Contractor

License in the name of: _____ License # _____

Is the Proposer (Firm) named as the Qualifier DBA for the license holder? ☐ Yes or ☐ No

Minimum requirement for time licensee has held the license shall equal or exceed 3 years.

- State the number of years and months active license has been held: ____ Years ____ Months

- c) Projects referenced by Proposer to demonstrate meeting the minimum requirements.

Did you reference projects that demonstrate continuing work between the years of 2021 through 2023?

☐ Yes or ☐ No (Note: If the Proposer lacks projects between the above dates the City reserves the right to request additional references to demonstrate meeting this requirement)

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: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

- 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 ligation with contract/project Owner:

- d) Does the Proposer have pervious: 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 ligation 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: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

3. EQUIPMENT LISTING:

The following is a listing of the equipment to be used in the performance of the work, inclusive of manufacturer, year and condition. This is not to be used to list tools and minor/small vehicles. It is to be used for all larger equipment items such as chipping equipment, vac trucks, cranes, boom trucks, and scissor lifts. Condition shall be listed in accordance with the following scale: 1-Excellent; 2-Good; 3-Fair; 4-Poor. (Attach additional sheets, if required.)

EQUIPMENT DESCRIPTION	MANUFACTURER	YEAR	CONDITION	2023 FEMA EQUIPMENT RATE SHEET FOUR (4) DIGIT CODE

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

4. 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 responsive and responsible Proposer, and any other Proposer so requested, shall submit a list of all Subcontractors to the City within seventy-two (72) 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. 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.

5. DELIVERY:

Proposers shall indicate a delivery date, completion time for services, or completion timeframes if construction below. Failure to state delivery time or completion timeframes may be used as a basis for rejection of response. 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.

- a. Delivery Schedule: _____ calendar days after receipt of order.

6. RESPONSE TIME:

- a. On-Site for Service – Standard contract hours: _____ hours after receipt of request from the City for service.
- b. On-Site for Service – Emergency-Standard contract hours: _____ hours after receipt of request from the City for service.
- c. On-Site for Service – Emergency-After hours/holiday hours: _____ hours after receipt of request from the City for service.
- d. Emergency Operations On-Site Critical Service: _____ hours after receipt of request from the City for service.
- e. Emergency Operations On-Site NON-Critical Service: _____ hours after receipt of request from the City for service.

THIS PAGE MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH PROPOSAL

Attachment 19
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)

Attachment 20
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	DUNS Number	CAGE Code issued through
--------------------	-------------	--------------------------

www.sam.gov

Identification Number

(If Social Security number DO NOT enter)

DATE: _____

Attachment 21
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 agreement 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: _____

Attachment 22
CERTIFICATIONS AND REPRESENTATIONS
(GRANT FUNDS)

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: _____

Attachment 23

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the City of North Port.

The undersigned, on behalf of _____ (“Entity”), verifies the following:

A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port (“City”) from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:

· “Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

· “Labor” means work of economic or financial value.

· “Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).

C. I understand that this affidavit applies to any City contract executed, renewed, or extended for the duration of the contract; and the Entity must execute and submit this affidavit at least annually in the vendor registration and renewal process.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above

statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: Date: _____

Printed Name: Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, the Entity, and is ☐ personally known to me or ☐ produced identification. Type of Identification produced _____.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

ATTACHMENT 24
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:

- the subcontractor is bound by the terms of this Agreement;
- the subcontractor is bound by all applicable state and federal laws and regulations; and
- 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.

Code of Federal Regulations

- § 200.318 General procurement standards. <https://www.ecfr.gov/current/title-2/section-200.318>
- § 200.319 Competition. <https://www.ecfr.gov/current/title-2/section-200.319>
- § 200.320 Methods of procurement to be followed. <https://www.ecfr.gov/current/title-2/section-200.320>
- § 200.321 Contracting with small and minority businesses, women's business enterprises, veteran owned and labor surplus area firms. <https://www.ecfr.gov/current/title-2/section-200.321>
- § 200.322 Domestic preferences for procurements. <https://www.ecfr.gov/current/title-2/section-200.322>
- § 200.323 Procurement of recovered materials. <https://www.ecfr.gov/current/title-2/section-200.323>
 - PART 247—COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS. <https://www.ecfr.gov/current/title-40/part-247>
- § 200.324 Contract cost and price. <https://www.ecfr.gov/current/title-2/section-200.324>
- § 200.325 Federal awarding agency or pass-through entity review. <https://www.ecfr.gov/current/title-2/section-200.325>
- § 200.326 Bonding requirements. <https://www.ecfr.gov/current/title-2/section-200.326>
- § 200.327 Contract provisions. <https://www.ecfr.gov/current/title-2/section-200.327>
 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. <https://www.ecfr.gov/current/title-2/part-200/appendix-Appendix%20II%20to%20Part%20200>. See Federal requirements of the solicitation.

1. 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:

ATTACHMENT 25

AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

ENTITY

[name of legal entity, in bold ALLCAPS]

[signature]

[name and title]

[date]

Effective 7/1/2024

ATTACHMENT 26

Certification of Compliance with the Code of Federal Regulations

(CFR) Part 200.318 through 200.327

REQUEST FOR BID NO. 2024-19 FEDERAL PROJECT The City must comply with the procurement standards set forth in 2 CFR

200.318, through 2 CFR 200.327.

Bid Respondent certifies that, if awarded, their company has reviewed and shall comply with contractor

requirements set forth in 2 CFR 200.318, through 2 CFR 200.327.

1. _____ Contractor, if utilizing subcontractors, complies with Affirmative Steps listed in 2 CFR

300.321 (b). (COMPLETE ATTACHMENT CC).

2. _____ Contractor complies with Domestic Preferences for Procurements listed in 2 CFR 200.322, if applicable.

3. _____ If applicable to the scope of this project, Contractor shall comply with Procurement of

Recovered Materials listed in 2 CFR 200.323 and PART 247—COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS.

4. _____ Contractor shall comply with Bonding Requirements listed in 2 CFR 200.326

5. _____ Contractor complies with Equal Employment Opportunity Clause 41 CFR 60-1.4(b);

Appendix II to Part 200.

~~6. _____ Contractor shall comply with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148);~~

~~Reference pages 8-9 of Attachment 1 and Appendix II to Part 200.~~

7. _____ Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Reference Attachment 1 pages 10 – 14 and Appendix II to Part 200.

8. _____ Contractor shall comply with Contract Work Hours and Safety Standards Act (40 U.S.C.

3701-3708). Reference Appendix II to Part 200I.

9. _____ If applicable, Contractor shall comply with Clean Air Act (42 U.S.C. 7401-7671q.) and

the Federal Water Pollution Control Act (33 U.S.C. 1251 – 1387) as amended. Reference Appendix II to Part 200 (G).

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10. _____ Contractor states they have not been debarred or suspended from federal or state contract awards. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). Reference Appendix II to Part 200 (H).

Contractor shall obtain Unique Entity Identifier (UEI) from sam.gov prior to the execution of contract award.

11. _____ Contractor shall complete Anti-Lobbying Certification Form and/or the Disclosure of Lobbying Activities Form (whichever may apply) to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Appendix II to Part 200 (I).

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

ATTACHMENT 27

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS

I, _____, in my capacity as _____,
(First and Last Name) (Company Title/Position)
am authorized to sign on behalf of, and fully bind, _____ (the “Prime Contractor”). Accordingly, on behalf of the Prime _____ (Company Name)

Contractor, I swear to, and affirm the following:

1. Qualified small and minority businesses, and women’s business enterprises were, and will continue to be, placed on all of the Prime Contractor’s solicitation lists.
2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women’s business enterprises, when they were/are potential sources.
3. Based on the Prime Contractor’s experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women’s business enterprises.
5. The Prime Contractor has and/or will 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.
6. I understand that failure to present documentation validating compliance upon request of the City may result in this bid being deemed non-responsive. Furthermore, I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project and if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b) (1) through (5) of this section.

Name of Subcontractor (attach additional pages as necessary)	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS

(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

----- -----	----- -----	----- -----
SIGNATURE DATE	PRINTED NAME	OFFICIAL TITLE

STATE OF FLORIDA)

) ss:

COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or
☐ online notarization, this

_____ day of_, 2024, by [NAME OF PERSON], as

_____ [TYPE OF AUTHORITY,... e.g. officer, trustee,
etc.)) for

_____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT
WAS EXECUTED].

- Personally Known; OR
- Produced Identification. Type of identification produced: .
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

(Printed, typed or stamped commissioned name of Notary Public)

ATTACHMENT 28
CERTIFICATION OF NONSEGREGATED FACILITIES

Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date , 20

Signature

ATTACHMENT 29
CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES
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.

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The City is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that:

- I have_ I have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have
_____ I have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier sub-contractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date_, 2024

By:

(Signature of Authorized Official)

(Name of Construction Contractor or Subcontractor)

(Address of Construction Contractor or Subcontractor)

(Telephone Number) (Employer Identification No.)

APPENDIX E: CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

APPENDIX F: HAZARDOUS STUMP WORKSHEET

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		U.S. National Grid (USNG) Location	Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No			Yes	No	CY	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

PART V.
AGREEMENT NO. 2025-01

**EMERGENCY RESPONSE SERVICES, DISASTER DEBRIS MANAGEMENT SERVICES AND
ANCILLARY PREPARATION/RECOVERY SERVICES IN THE CITY OF NORTH PORT**

THIS NON-EXCLUSIVE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 202_, by and between the **City of North Port, Florida**, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and **XXXXXXXXXXXX**, a XXXXXXXXXXXX, whose principal place of business is located at XXXXXXXXXXXX, hereinafter referred to as the "Contractor."

WITNESSETH

Whereas, the City issued Request for Proposal No. 2025-01 on _____ [insert date] seeking the services of one or more qualified firms to support and assist the City in its emergency debris management and disaster response (the "RFP"); and

Whereas, the Contractor timely submitted a proposal in response to the RFP ("Contractor's Submittal Package"); and

Whereas, the City Commission, in session duly and publicly assembled, awarded the RFP to Contractor on (date)("Effective Date").

The parties to this Agreement, in consideration of their mutual agreements, the RFP, and Contractor's Submittal Package, and all documents that may be executed as a result of this Agreement and promises hereinafter contained, bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in the agreements and proposal documents executed between the parties, and do hereby further agree as follows:

1. SCOPE OF SERVICES:

- A. Contractor agrees to diligently and timely perform services for the City as specified in the RFP for EMERGENCY RESPONSE SERVICES, DISASTER DEBRIS MANAGEMENT SERVICES AND ANCILLARY PREPARATION/RECOVERY SERVICES. The overall Scope of Services is described in Exhibit "A," which is attached hereto and incorporated as if set forth fully herein. All defined terms in the RFP are incorporated by reference. All capitalized terms used in this Agreement which are not otherwise defined in this document shall have the meaning defined in the RFP.
- 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 "Work Assignment/Notice to Proceed" for each event project. The Notice to Proceed will be on a form prepared by the City and must include the specific scope of work, cost, and time of performance for each project.
- C. Contractor acknowledges and confirms that the City may engage multiple contractors and may designate a primary contractor to provide the services described in the "RFP". Once designated, 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 event. If the primary contractor

is determined to be unable to perform by the City in its sole and absolute discretion, the City will proceed to authorize the secondary contractor(s) to provide services.

D. The following exhibits are attached hereto and incorporated as if set forth fully herein:

- 1) Exhibit "A" – Scope of Services.
- 2) Exhibit "B" – Response Time and Delivery.
- 3) Exhibit "C" – Price Schedule.
- 4) Exhibit "D" – Subcontractor List.
- 5) Exhibit "E" – Site Authorization Letter from Florida Department of Environmental Protection (DEP) - Site A.
- 6) Exhibit "F" – City's Work Assignment/Notice to Proceed Form.
- 7) Exhibit "G" – Stump Conversion Table.
- 8) Exhibit "H" – Hazardous Stump Worksheet.
- 9) Exhibit "I" – Federal Compliance Requirements.
- 10) Exhibit "J" -- The City of North Port's Debris Management Plan, dated Summer 2019.

E. **Incorporation of Request for Proposal No. 2025-01 Documents:** The Request for Proposal 2025-01 ("RFP") and all specifications, attachments, and addenda, and the Contractor's response to RFP, are specifically made a part of this Agreement and are incorporated herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

- 1) First, this Agreement (Agreement No. 2025-01) approved by the City Commission and the Supplemental FEMA Provisions attached (including all exhibits);
- 2) Second, the RFP , including all attachments and addenda;
- 3) Third, the Contractor's Submittal; and
- 4) Fourth, Work Assignment/Notice to Proceed.

F. All work performed pursuant to this Agreement must be done in accordance with the specifications set forth in the RFP and must be completed in a timely and professional manner. Contractor represents and warrants that it understands the specifications of the RFP and is capable of performing the services in a timely manner. The work to be performed under this Agreement is generally described as follows:

- 1) **DISASTER RECOVERY:**

- a. EMERGENCY EVENT OPERATIONS CONTINGENCY. The City reserves the right to request and utilize the Contractor's services under this Agreement during a local, state, or federal declared emergency as may be deemed necessary by the City.
- b. The City and the Contractor may negotiate additional services, as they directly relate to the services described in this Agreement. The City must present all additions to this Agreement to the appropriate award authority in the form of an Amendment for approval.
- c. CONTRACTOR SELECTION. The City reserves the right to award the Disaster Recovery agreement to more than one individual contractor. The Contractor, for this specific agreement is designated as the _____ [insert "PRIMARY" or "SECONDARY"] Contractor as further identified in the Agreement.

2) PRE-EVENT:

The City will first contact the designated Primary Contractor to determine its availability, capability, and rates for providing services in response to an event including services, equipment, and commodities authorized by the City; and the mobilization and completion time for the pre-event.

- a. If the Primary Contractor is capable to provide the services as may be required and at rates agreeable to the City, the City will place it on standby at no cost to the City. Should the Primary Contractor be unable to meet any of the requirements, the City will contact the Secondary Contractor(s) to obtain their ability to meet the requirements. The contractor that is deemed by the City as most able to perform as required will be issued a Pre-Event Notice (defined below) and placed on standby at no cost to the City.
- b. Upon the City's determination of need for activation of a contractor, and the City's selection of the Primary Contractor or a Secondary Contractor, the following shall govern the process:
 - i. The City will issue a "Pre-Event Notice" to the Contractor based on the event.
 - ii. The Pre-Event Notice will identify the event, establish the date and time of activation, the Contractor's submission of Performance and Payment bonds and all other requirements as provided in this Agreement.
- c. Contractor must sign and return the Pre-Event Notice in not more than eight (8) consecutive hours after receipt of the Pre-Event Notice.
- d. Contractor must deliver Performance and Payment Bonds in not more than seventy-two (72) consecutive hours of both parties signing the Pre-Event Notice.
- e. The City will issue the Contractor a form Work Assignment/Notice to Proceed with work upon its receipt of Contractor's Performance and Payment Bonds.

3) POST-EVENT ACTIVATION:

The City will issue a Post-Event Activation Notice to the Contractor identifying all services to be provided, including any changes to the Pre-Event Notice. The mobilization time for services

and equipment must be provided in accordance with the Response Time and Delivery timeframe listed in Exhibit "B."

2. RESPONSIBILITIES OF THE CONTRACTOR:

- A. The Contractor must supervise and direct the work performed under this Agreement, 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.
- B. The Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on the project, for those subcontractors and their employees, and for those of all other persons doing work under a subcontract with the Contractor. All contracts between the Contractor and any subcontractor(s) that the Contractor hires, must conform to the provisions of this Agreement and proposal documents and must incorporate in them the relevant portions of their subcontractor agreement.
- C. Completion of Work - The Contractor is to remove all equipment and temporary structures from all rights-of-way and adjacent property. Any surplus materials or rubbish must be discarded at the Contractor's expense. Restoration of property, both public and private, roadways and waterways, which may be damaged while performing work, shall be restored to previous existing condition at the Contractor's sole expense.

3. FURNISHING OF LABOR AND MATERIALS:

- A. 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 of this Contract.
- B. The Contractor represents and warrants to the City that all equipment and materials used in the Work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in this Agreement and the RFP, of good quality, free of defects, and in conformity with this Agreement and the RFP. It is understood between the parties thereto that all equipment and materials not in conformity are defective.

4. PUBLIC RECORDS LAW:

In accordance with Florida Statutes, Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

- A. Keep and maintain public records required by the City to perform the Work under this Agreement.
 - 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.state.fl.us/library-archives/records-management/general-records-schedules/>).

- 2) "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. The Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails 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 be provided to the City, upon request from the City's custodian of public records, in a format 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 contract term and, if the Contractor does not transfer the records to the 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 the 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 shall 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 shall 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, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@northportfl.gov.**
- F. 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.

5. TERM:

- A. This Agreement is in effect on the day of award through and including _____, 2028. 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 by the City. The City retains the right to renew this initial Agreement under the same terms and conditions and upon mutual agreement with the Contractor. Agreements 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 an Agreement for commodities or contractual services must be in writing and must be subject to the same terms and conditions 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 the Agreement in any year of a renewal period if it is deemed to be in the best interest of the City.
- C. NON-EXCLUSIVE AGREEMENT: No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under this Agreement.
- D. ORDERING: The City reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the Agreement and if the Contractor is unable to comply therewith, the City reserves the right upon notice to the Contractor to purchase commodities/services from another source without penalty or prejudice to the City.
- E. SEPARATE PURCHASE ORDER: Contractor will receive a Notice to Proceed as commodities and/or services are required, at prices quoted per this Agreement. The Contractor may commence services upon receipt of a properly completed and fully approved Notice to Proceed. The separate purchase order may be issued in parallel to or after the Notice to Proceed is provided.

6. AUTHORIZATION OF STANDBY STATUS:

- A. If the Primary Contractor is capable to provide the services as may be required and at rates agreeable to the City, the City will place it on standby at no cost to the City. Should the Primary Contractor be unable to meet any of the requirements, the City will contact the Secondary Contractor(s) to obtain their ability to meet the requirements. The contractor that is deemed by the City as most able to perform as required will be issued a Pre-Event Notice.
- B. The City will issue a written notice for Contractor to be placed on standby.
- C. Following the declaration of a local, state, or federal disaster event, the City will issue a Work Assignment/Notice to Proceed to the Contractor identifying the services and commodities to be provided. The mobilization time for services and equipment must be in accordance with this Agreement. The Work Order/Notice to Proceed will indicate the not-to-exceed amount for the services to be provided.

7. EMERGENCY DEBRIS ROAD CLEARANCE "PUSH":

- A. The initial 72-hour period related to debris clearing is referred to as the "Push." During the Push the City will assign notices to proceed to the Contractor(s).
- B. Reimbursement for the Contractor's activities during the Push will be based exclusively on the unit and hourly rates provided in Exhibit "C."

- C. In the event the debris clearing is not completed within the Push, the Contractor must stop debris clearing and receive further direction from the City before continuing any Work. The City and Contractor must negotiate a "Not to Exceed" total for the remainder of the Push and compensation must be based on the unit and hourly rates stated in the price schedule provided in Exhibit "C."

8. LIQUIDATED DAMAGES:

- A. If the Contractor neglects, fails, or refuses to start the Work within the seventy two (72) hours specified in the RFP, or mobilize in accordance with the Response Time and Delivery mobilization schedule in Exhibit "B," or any proper extension thereof granted by the City, then the Contractor agrees to pay City as liquidated damages for this negligence, failure, or refusal (but not as a penalty) the amount determined by the table provided below in section "C" for each day that expires after a time frame specified. The Contractor agrees to pay the City said sum for each and every calendar day that the Contractor is in default after the time stipulated in the Work Assignment/Notice to Proceed for complying with the mobilization timeline. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.
- B. City and Contractor recognize that time is of the essence of this Agreement and that City will sustain a loss in public safety for its citizens if the Work is not started and/or completed strictly within the times specified in the RFP or Notice to Proceed plus any duly authorized extensions thereof. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay City the amount determined by the table provided below in section "C" for each day that expires after a time frame specified in the Notice to Proceed.
- C. Applicable liquidated damages are the amounts established in the following schedule:

<u>Work Assignment/Notice to Proceed Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$836.00
Over \$50,000 but less than \$250,000.....	\$884.00
\$250,000 but less than \$500,000.....	\$1,074.00
\$500,000 but less than \$2,500,000.....	\$1,742.00
\$2,500,000 but less than \$5,000,000.....	\$2,876.00
5,000,000 but less than \$10,000,000.....	\$3,770.00

9. PRICE REQUIREMENTS:

- A. Delivered Prices. Agreement prices are FOB freight prepaid and allowed/destination: public works address 1100 North Chamberlain Boulevard, North Port, Florida 34286. 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 "C."
- 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 the Contractor after the

event. Maximum ceiling unit prices that exceed the U.S. Federal Emergency Management Agency ("FEMA") approved unit prices for an event must be reduced to be equal or less than FEMA's allowed unit prices.

C. Fixed Price Term. The 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 of the initial Agreement term. Additional consideration by the City may be given for extreme and unforeseen volatility in the marketplace as specified below. Any price adjustment will require at least thirty (30) calendar days written notice from the Contractor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Contractor will not be entitled to a price increase for the upcoming year.
- 2) Price adjustments during the second and third year of the initial Agreement term are allowed, but shall only increase or decrease according to the latest version of data published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month percentage change for the month of February, Consumer Price Index (CPI) Industry Series CUUR0300SA0, All items in South Urban, All Urban Consumers, not seasonally adjusted, with a base period of 1982-84=100. 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
 - d) The volatility impacts the Contractor's performance of this Agreement resulting in a substantial loss to the Contractor.
- 4) Sales/Use Tax. Unless otherwise specified herein, unit prices do **not** include sales or use tax.
- 5) The City reserves the right to renegotiate this Agreement if the prices exceed the current marketplace; and to amend this Agreement to incorporate FEMA approved price adjustments.

- 6) 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.

10. INVOICING/PAYMENT:

- A. Payment to the Contractor must 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 will 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. Billing Cycle. Contractor must invoice the City on a thirty (30) consecutive calendar day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps must support all invoices. Ancillary services must be invoiced in the same manner.
- C. Purchase Order numbers 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 subcontractor invoices and contracts between the Contractor and subcontractors.
- D. Except for the first progress payment, the Contractor must furnish a notarized Partial Release from all subcontractors, and suppliers. The Partial Release must include the period up to and including the most recent previous progress payment. The City reserves the right to request the Contractor to provide the City with "Consent of Surety" for any progress payment.
- D. Payment Penalty. Payments to the Contractor shall be reduced for any debris load which receives a penalty under FEMA rules and regulations. The Contractor shall receive 50% reduced payment for a load that receives a penalty, whether hand loaded or otherwise penalized.
- E. Final Payment. Prior to the release of final payment to the Contractor, the following must occur:
- 1) The City must verify final completion and accept the Work;
 - 2) The Contractor must provide the City a notarized affidavit signifying that all subcontractors, suppliers, and laborers have been paid as provided by the subcontracts and procurements; and
 - 3) The Contractor must provide a Consent of Surety Company to Final Payment Form to the City.

11. WARRANTY/GUARANTEES:

- A. **Covenant Against Gratuities.** The 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 the intent toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of the breach of this warranty, the City is entitled to pursue the same remedies against the Contractor as it could in the event of the Contractor's default, including but not limited to termination of the Agreement.
- B. **Merchantability Warranty.** The goods or items furnished must be of a merchantability quality. They must be suitable for the particular purpose as referenced in the Solicitation and supporting documents 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 the RFP.

12. 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. Only the City Commission may approve amendments that increase compensation or prices under this Agreement.
- B. Increases in compensation to the Contractor may be authorized by Change Order executed by the following City employees up to the dollar amount identified:
 - 1) Purchasing Manager: \$34,999.99 or less.
 - 2) Purchasing Manager and Finance Director: \$35,000.00 - \$49,999.99.
 - 3) Purchasing Manager, Finance Director, and City Manager: \$50,000.00 - \$99,999.99.
 - 4) City Commission: \$100,000 and above.
- C. The Contractor fully understands and accepts the City's Change Order/Amendment Policy. In the event the Contractor begins work on unauthorized changes prior to receiving a signed Change Order/Amendment they do so at their own expense and risk of not being compensated by the City for performing the unauthorized work.

13. PERFORMANCE AND PAYMENT BOND:

- A. The Contractor must provide the City with a certified recorded Performance and Payment Bond from the Sarasota County Clerk's Office in the amount of 100% of the total work assignment(s) per each event within three (3) business days after receipt of a properly and fully executed notice to proceed pursuant to this Agreement. The Contractor is responsible and bears all costs associated to record the Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond must be furnished to the City's Purchasing Division. In

lieu of these requirements, if FEMA (with respect to a grant) or the State of Florida (with respect to a subgrant), has made a determination that FEMA or the state's interest is adequately protected through other means, they may accept the bonding policy and requirements of the applicant.

- B. Performance and payment bonds in the form of cash, certified check, or cashier check will be accepted by the City and held in an interest-bearing account. Interest earned will be retained by the City. The City will not accept personal, or company checks. Payment and Performance Bonds must be written by a Surety firm satisfactory to the City and must comply with Florida Statutes, Section 255.05(1). The Contractor's bond costs will be paid in full by the City in the first payment issued under this Agreement.
- C. The Performance and Payment Bond period is effective for a period of no less than one (1) year following the date the City's accepted Contractor's final work.
- D. In the event the City requires additional performance security as a result of any increase in the performance of the disaster event, the Contractor must obtain and deliver such additional security to the City within seventy-two (72) hours after receipt of a written request. The Contractor must record the performance bond in Sarasota County Clerk's Office and must provide the City with a certified copy within three (3) business days after receipt of a properly and fully executed work assignment(s) per Florida Statutes, Section 255.05(1)(a). All bonds and letters of credit are subject to the approval of the City.

14. INSURANCE:

The Contractor is required to supply, at their cost, the following minimum insurance coverage:

- A. Before performing any work under the Agreement, the 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 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 prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by the Agreement upon agreement with a Contractor.
 - 1) Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all Contractor's employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
 - 2) Comprehensive Commercial General Liability Insurance: Occurrence form required. Aggregate must apply separately to the Agreement. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
 - 3) Automobile Insurance: To include all of a Contractor's vehicles owned, leased, hired, and non-owned vehicles with limits of not less than \$1,000,000 per each accident for property damage and for bodily injury, with contractual liability coverage for all work performed under the Agreement.

4) General Requirements:

- a) The City of North Port, Florida, is to be named as additional insured on Contractor's Comprehensive Commercial General Liability Policy. Certification of same is required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under the Agreement.
 - b) Any and all deductibles to the above referenced policies are the responsibility of the Contractor. **No deductibles can be greater than ten percent (10%) of the individual insurance policy.** The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
 - c) All insurance policies must be issued by companies of recognized responsibility licensed to do business in the State of Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.
- 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 Commissioners, officials, agents, 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 their 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 subcontractors, 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 the Agreement, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under the Agreement. Insurer(s), with the exception of Workers' Compensation, must agree to waive all rights of subrogation against the City of North Port, Florida, its Commissioners, officers, agents, employees, or volunteers.
 - 2) Insurance requirements itemized in the Agreement, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under the Agreement. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
 - 3) Each insurance policy required by the Agreement must:

- i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage must 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 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 must not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of the Agreement. The extent of Contractor's liability for indemnity of the City must 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 the 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) Claims Made Policies will be accepted for 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, the 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.
- 8) Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to the 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 must be received by the City's Purchasing Office before the Contractor is allowed to commence or continue any work pursuant to the Agreement. The Certificate of Insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements provided herein.
- 9) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under the 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) The Certificate of Insurance must include the following:
 - a) In the "Description of Operations/Special Provisions" section - "City of North Port is named as an additional insured, as their interests may appear on Commercial General Liability."

- b) In the "Certificate Holder" section - City of North Port, 4970 City Hall Boulevard, North Port, FL 34286.

15. 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, UNDER THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY AS TO ANY THIRD PARTIES NOR CONSENT BY THE CITY OR ANY OF 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. 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, LIMITATIONS, 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.

16. CONTRACTOR'S REPRESENTATIONS:

- A. In order to induce City to enter into this Agreement, Contractor makes the following representations and assurances to the City:
 - 1) The Contractor will furnish each of its subcontractors with copies of this Agreement and all associated documents (i.e., plans, drawings, specifications, etc.) as may be required for the Work.
 - 2) Contractor has familiarized itself with the nature and extent of this Agreement, the RFP and all documents related thereto, the 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.

- 3) Contractor has given the City's Purchasing Manager written notice of all conflicts, errors, or discrepancies that it has discovered in any documents and the written resolution thereof by the City's Purchasing Manager is acceptable to the Contractor.
- 4) Contractor warrants that all services performed will be by skilled and competent personnel to the highest professional standards required by this Agreement.

B. **Federal Compliance.** The requirements under this contract 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 not limited to, those set forth in 2 C.F.R. Part 200, Appendix II, and as otherwise may be listed herein. Contractor must comply with all federal requirements that bear on the Work including those specified herein under the "Supplemental FEMA Provisions". In the event of any conflict between the federal requirements and the Supplemental FEMA Provisions, the Supplemental FEMA Provisions shall control.

17. CONTRACTOR'S AFFIDAVIT:

When all work contemplated by this Agreement have been completed, inspected, and approved by the City, or its duly authorized agent, the Contractor must furnish the City with a Contractor's Affidavit for work performed on public property; and a Contractor's Affidavit for work performed on private property as required by the State of Florida Mechanic's Lien Law. Signed affidavits of payment must be provided by the Contractor and from all subcontractors hired by the Contractor. The affidavits must state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against this Agreement.

18. 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 are at all times, and in all places, 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.

19. 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, and the pay all fees relating to the Work. 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. The

Contractor must notify the City promptly on the discovery of a conflict between the terms of this Agreement and the above referenced requirements; and request an amendment to conform the contract to the applicable requirements.

20. NONDISCRIMINATION:

The City 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. 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.

21. NOTICES:

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to CITY: Road and Drainage Manager
City of North Port Public Works Department
1100 N. Chamberlain Blvd.
North Port, Florida 34286
Tel: 941.240.8090
Fax: 941.240.8073

**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

With required electronic copy to:
northportcityattorney@northportfl.gov

As to CONTRACTOR:

Notices are effective when received at the physical addresses specified above. Changes in the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the CMAR and the City.

22. ATTORNEY'S 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, and in all proceedings including hearings and matters to determine entitlement to fees and reasonableness of amount.

23. GOVERNING LAW, VENUE, AND SEVERABILITY:

- A. 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.
- B. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, such provision shall be deemed separate and severable, and the remaining provisions shall be valid and binding upon the parties.

24. 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.

25. ENTIRE AGREEMENT:

This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

26. SCRUTINIZED COMPANIES:

- A. Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. Requirements. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the City, that all of the following are true:
 - (1) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - (2) The Contractor 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 Florida Statutes Section 215.473; and
 - (3) The Contractor is not engaged in business operations in Cuba or Syria.

- C. Termination. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate this Contract.
- D. Penalty.
- (1) A Contractor 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 this Contract, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - (2) Will be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as indicated below.

CONTRACTOR

XXXXXXXXXXXXXXXXXXXX.

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____ 20____, by _____ as _____ for _____.

Notary Public

___ Personally Known OR ___ Produced Identification

Type of Identification Produced _____

APPROVED by the City Commission of the City of North Port, Florida on _____, 202__.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CMP
INTERIM CITY ATTORNEY

EXHIBIT ____

FEDERAL COMPLIANCE REQUIREMENTS

Contractor must comply with the Federal requirements as they apply for **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS** and all applicable Federal requirements for this RFP. The Contract 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 not limited to, those set forth in 2 C.F.R. Part 200, Appendix II, and as otherwise may be listed herein. Should there be any conflict between the provisions contained in the solicitation or any resulting agreement the applicable federal requirements shall prevail.

1. 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.

2. RECIPIENTS AND SUBCONTRACTS

Awarded Contractor(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.

3. 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/Contractors 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/Contractors 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/Contractor does not provide the City with evidence of their E-Verify enrollment and an executed affidavit of compliance, the vendor's/Contractor's proposal may be deemed non-responsive.
- E. Subcontractor requirement: Vendors/Contractors 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/Contractor 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>

4. 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).

5. 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, veteran owned businesses, 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

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.

6. SYSTEM FOR AWARD MANAGEMENT MAINTENANCE UNDER 48 CFR 52.204-13 – CONTRACTOR'S REQUIREMENT FOR MAINTAINING CAGE CODE

A. The following definitions apply to the terms used in this section:

1. "Registered in the System for Award Management (SAM) database" means that:
 - a. The Contractor has entered all mandatory information, 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 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."
2. "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.

B. 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.

- C. If the Contractor 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 Contractor.
- D. Processing time, which normally takes 48 hours, should be taken into consideration when registering in the SAM database. Contractors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- E. By submission of a Proposal, the Contractor 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.
- F. 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.
- G. 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.
- H. 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.

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

- (a) Company legal business.
- (b) Trade style, 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).

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

7. RECORDS RETENTION

The contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this contract. Such records shall include but not be limited to:

- 1. Records required to demonstrate that the payment was for an eligible use under the funding program;
- 2. Copies of disbursements paid to contractors;
- 3. Financial records as required by 24 CFR 570.502, and 2 CFR Subpart D and F and any applicable Appendices; and
- 4. Other records necessary to document compliance with the applicable provisions of 24 CFR Part 570 and 24 CFR Part 75.

8. FEDERAL EQUAL OPPORTUNITY LAWS

Contractor agrees to comply with all federal equal opportunity laws and implementing regulations, including but not limited to:

1. Certification of Non-segregated Facilities (for contracts over \$10,000)
2. Title VI of the Civil Rights Act of 1964 and implementing regulations thereof
3. Section 109 of the Housing & Community Development Act of 1974
4. Section 503 Handicapped (for contracts \$2,500 or over)
5. Age Discrimination Act of 1975, as amended
6. Section 504 of the Rehabilitation Act of 1973, as amended
7. Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968

9. RESTRICTION ON ALL PUBLIC WORKS PROJECTS

No contractor, or subcontractor, of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) may be awarded a contract or a subcontract for public works projects. Nor may any product of a country included on this list be provided under a public works project. Any Contractor unable to certify compliance with this provision shall submit with its offer a written explanation fully describing the reasons for its inability to comply.

10. DRUG-FREE WORKPLACE REQUIREMENTS

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act.

11. BUILD AMERICA, BUY AMERICA ACT

This agreement may be for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

12. ADA REQUIREMENTS

The Contractor Agrees to comply with the Americans With Disabilities Act (Public Law 101-338, 42 U.S.C., Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

The Contractor agrees to comply with Title II, Subtitle A of the Americans with Disabilities Act (ADA) (1990).

13. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes (F.S.), prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to sections 215.473 and 215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with section 287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14. DISPUTE RESOLUTION

All claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as follows:

1. To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.
2. In the event of a dispute or claim arising out of this agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
3. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.
4. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.
5. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
6. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
7. Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

15. TEXT MESSAGING

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

16. SEAT BELT POLICY

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Title VI of the Civil Rights Act of 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

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

19. 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 15 calendar days written notice to the Contractor, and upon the Contractor's failure to cure within fifteen (15) calendar days after receipt of the notice, 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.
 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, counterclaims, 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.

20. TERMINATION AND DEFAULT:

Upon termination of the Agreement 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 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:** 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. 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. If 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. If 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 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.
 - 9. If 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 Agreement, 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 Agreement, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The Contractor 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 Contractor.

- G. Termination for Default: Contractor acknowledges that the conditions, covenants, and requirements on its part to be kept, as set forth in the Agreement, are material inducements to City entering into an agreement. Should Contractor 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 specifying those acts to things which must occur to cure said default. Provided, however, if Contractor makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant Contractor 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 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 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 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 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. 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.

21. 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 Title VI of the Civil Rights Act of 1964 and implementing regulations thereof, 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 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.

22. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

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.***

22.1 DAVIS BACON ACT:

- 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.

22.2 COPELAND ANTI-KICKBACK ACT:

- 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.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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.

24. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 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 may, upon its own action or must 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. The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. The Department of Labor has priority to funds withheld or to be withheld in accordance with this paragraph over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- C. 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. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- D. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to

discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

25. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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.

26. PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)

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 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, 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 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 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 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 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 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.
- J. 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.

27. 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.

28. 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.

29. DEBARMENT AND SUSPENSION

- A. This Agreement 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 because:
 - 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; or
 - 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 Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- E. The Contractor shall have completed the Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions Form, and returned 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.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 City, who in turn will forward the certification(s) to the federal agency.

31. 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:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C § 6962).

32. 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.

33. DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain written permission from the Department of Homeland Security ("DHS") prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

34. 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.

35. 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.

36. 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.

37. FDOT ROADWAY SAFETY REQUIREMENTS

1. All High Visibility Safety Apparel shall comply with FDOT – Index 600, Sheet 3 Design Standards Revision (R1303), Dated July 23, 2012 requirements.
2. All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for High-Visibility Safety Apparel and labeled as ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010.

38. FHWA FORM 1273- PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (If Applicable)

The FHWA 1273 Electronic Version, revised May 1, 2012, is posted on the Department of Transportation's website at the following URL address:

<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Contractor shall be responsible for obtaining this information and comply with all requirements posted on this website up through five calendar days before the opening of bids. Comply with provisions contained in FHWA 1273. In addition to the requirements of Section IV, No. 3(a), include gender and race in the weekly annotated payroll records. If the website cannot be accessed, contact the Department of Transportation's Specifications Office Web Coordinator at (850) 414-4101.

39. FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS (Construction Contracts; If Applicable)

A. The City mandates compliance from the Contractor regarding the following:

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement, or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower tier subcontractor, or service provider.
2. 23 CFR 635.410, Buy America Requirements
3. 49 CFR Part 26, Disadvantage Business Enterprise Program

4. American with Disabilities Act of 1990 (ADA)
5. Convict Labor Prohibition
- B. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
 1. Disaster related purchases shall never be comingled with regular invoices.
 2. All disaster invoices shall include the location where delivered or where used, if appropriate.
- C. All of Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
 1. Time cards.
 2. Daily work reports for every employee, by each separate FEMA category of work.
 3. Daily equipment uses, by each separate FEMA category of work.
 4. List of all supplies and materials used, by each separate FEMA category of work.
 5. Includes both prime and sub-contractors.
- D. All work must be properly grouped according to FEMA damage categories as specified and applicable in the contract.
- E. FHWA-ER Program contract requirements are subject to any changes provided by FHWA, FEMA or Federal Government Regulations during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

40. TIME AND MATERIAL CONTRACTS, IF REQUIRED

- A. As may be necessary under this Agreement, whenever Time and Materials contracts for any tasks 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.

41. DOMESTIC PREFERENCES FOR PROCUREMENTS (200.322)

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

42. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL REQUIREMENTS FOR CONTRACT PROVISIONS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE, AS APPLICABLE IN APPENDIX II TO PART 200 CFR AS FOLLOWS:

Section 1: Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

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

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

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(i) Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system; *and*
- ii. Are *not used* as critical technology of any system.

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part

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

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

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

Section 2: Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 3: Equal Employment Opportunity

(a) This section applies if the contract is for a federally assisted construction contract. As defined in 41 C.F.R. § 60-1.3:

(1) A *federally assisted construction contract* means “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”

(2) *Construction work* means as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”

(3) *Contract* means “any Government contract or subcontract or any federally assisted construction contract or subcontract.”

(4) Additional definitions pertaining to this section can be found at 41 C.F.R. § 60-1.3.

(b) Unless exempted in 41 C.F.R. Part 60, the following terms apply, and 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 consideration 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, 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 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 contract 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 contract 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.

Section 4: Davis-Bacon Act

(a) This section applies when required by federal program legislation for prime construction contracts over \$2,000. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the Public Assistance program. Where this section applies:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which

cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing

work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate asset account for the meeting of obligations under the plan or program.

(2) Withholding. 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 the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in

providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship

program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Section 5: Copeland Anti-Kickback Act

(a) This section applies only if the Davis-Bacon Act applies (see Section 4).

(b) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

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

(d) 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.

Section 6: Contract Work Hours and Safety Standards Act

(a) This section applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(b) Where this section applies:

(1) 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 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) 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 (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) 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)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) If this contract is only subject to Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 C.F.R. § 5.1, the following terms apply:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 7: Clean Air and Water

(a) This section applies if the contract is over \$150,000.

(b) 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. 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 State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. 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.

(c) 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. 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 State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. 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.

Section 8: Suspension and Debarment

(a) If this contract is for \$25,000 or more or requires the consent of an official of a federal agency, then this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the contract.

(b) 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. Part 180, subpart C and 2 C.F.R. Part 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.

Section 9: Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the FEMA-required certification found at 44 C.F.R. Part 18, Appendix A (attached hereto). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Section 10: 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—

competitively within a timeframe providing for compliance with the contract performance schedule;

meeting contract performance requirements; or

at a reasonable price.

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

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

Section 11: Access to Records

(a) The Contractor agrees to provide the City, the State of Florida, 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. 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.

(b) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(c) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Section 12: 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. The Contractor shall include this provision in any subcontracts.

Section 13: Compliance with Federal Law

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 14: No Obligation of Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Section 15: False Claims

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

Section 16: Subcontract Socioeconomic Steps

The Contractor must consider the steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

Section 17: Copyright and Data Rights

If the contract requires the Contractor or subcontractor to produce copyrightable subject matter or data, then the Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

Section 18: Patent Rights

If this contract is a *funding agreement* as defined in 37 C.F.R. § 401.2(a), then the standard patents rights clause at 37 C.F.R. § 401.14 is hereby incorporated by reference as if fully set forth herein.

END OF FEDERAL COMPLIANCE REQUIREMENTS

SUPPLEMENTAL 2 C.F.R. Part 200 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 as applicable including, but not 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 200.327.

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.

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

- K. 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.
- L. 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 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

- Q. 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.
- R. 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.
- S. 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.
- T. 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.
- U. 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.

(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).

V. 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.

7. 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.**

8. 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.
 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.

9. 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 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.

J. 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.
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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.

- O. **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.

10. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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.

11. PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)

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 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, 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 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 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 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 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.
- W. 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.

12. FDOT ROADWAY SAFETY REQUIREMENTS

3. All High Visibility Safety Apparel shall comply with FDOT – Index 600, Sheet 3 Design Standards Revision (R1303), Dated July 23, 2012 requirements.

4. All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for High-Visibility Safety Apparel and labeled as ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010.

13. FHWA FORM 1273- PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (If Applicable)

The FHWA 1273 Electronic Version, revised May 1, 2012, is posted on the Department of Transportation's website at the following URL address:

<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Contractor shall be responsible for obtaining this information and comply with all requirements posted on this website up through five calendar days before the opening of bids. Comply with provisions contained in FHWA 1273. In addition to the requirements of Section IV, No. 3(a), include gender and race in the weekly annotated payroll records. If the website cannot be accessed, contact the Department of Transportation's Specifications Office Web Coordinator at (850) 414-4101.

14. FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS (If Applicable)

- i) The City mandates compliance from the Contractor regarding the following:

- (1) Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

- (2) 23 CFR 635.410, Buy America Requirements

- (3) 49 CFR Part 26, Disadvantage Business Enterprise Program

- (4) American with Disabilities Act of 1990 (ADA)

- (5) Convict Labor Prohibition

- ii) All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

- (1) Disaster related purchases shall never be comingled with regular invoices.

- (2) All disaster invoices shall include the location where delivered or where used, if appropriate.

iii) All of Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:

- (1) Time cards.
- (2) Daily work reports for every employee, by each separate FEMA category of work
- (3) Daily equipment use, by each separate FEMA category of work.
- (4) List of all supplies and materials used, by each separate FEMA category of work.
- (5) Includes both prime and sub-contractors

iv) All work must be properly grouped according to FEMA damage categories as specified and applicable in the contract.

v) FHWA-ER Program contract requirements are subject to any changes provided by FHWA, FEMA or Federal Government Regulations during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

30. TIME AND MATERIAL CONTRACTS, IF REQUIRED

i) As may be necessary under this Agreement, whenever Time and Materials contracts for any tasks 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.

32. **Revision to MBE, DBE:** Add Veteran owned business (if not already in there) and add language that encourages Vendor to take the six socioeconomic affirmative steps to maximize participation by small businesses, minority-owned businesses, women-owned enterprises, veteran-owned businesses, and labor surplus area firms. It is no longer required.

33. **Use of Recovered Materials:** To the greatest extent practicable and consistent with law, the Vendor shall purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

34. **Protections for Whistleblowers.**

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

§ 200.319 Competition.

- (a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.
- (b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
- (c) Examples of situations that may restrict competition include, but are not limited to:
 - (1) Placing unreasonable requirements on firms for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Are made in accordance with § 200.319(b);
 - (2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and
 - (3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.
- (e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.
- (f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and

other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

- (g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

END OF SUPPLEMENTAL FEMA PROVISIONS.

Attachment 3
FEMA PROVISIONS

Section 1: Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

(b) *Prohibitions.*

(3) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(4) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

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

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

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(i) Covered telecommunications equipment or services that:

iii. Are *not used* as a substantial or essential component of any system; and

iv. Are *not used* as critical technology of any system.

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

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

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

Section 2: Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 3: Equal Employment Opportunity

(a) This section applies if the contract is for a federally assisted construction contract. As defined in 41 C.F.R. § 60-1.3:

(1) A *federally assisted construction contract* means “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”

(2) *Construction work* means as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”

(3) *Contract* means “any Government contract or subcontract or any federally assisted construction contract or subcontract.”

(4) Additional definitions pertaining to this section can be found at 41 C.F.R. § 60-1.3.

(b) Unless exempted in 41 C.F.R. Part 60, the following terms apply, and 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 consideration 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, 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 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 contract 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 contract 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.

Section 4: Davis-Bacon Act

(a) This section applies when required by federal program legislation for prime construction contracts over \$2,000. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the Public Assistance program. Where this section applies:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate asset account for the meeting of obligations under the plan or program.

(2) Withholding. 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 the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the

contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in

name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and

participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Section 5: Copeland Anti-Kickback Act

- (a) This section applies only if the Davis-Bacon Act applies (see Section 4).
- (b) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (c) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (d) 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.

Section 6: Contract Work Hours and Safety Standards Act

- (a) This section applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (b) Where this section applies:
- (1) 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 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) 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 (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) 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)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) If this contract is only subject to Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 C.F.R. § 5.1, the following terms apply:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 7: Clean Air and Water

(a) This section applies if the contract is over \$150,000.

(b) 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. 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 State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. 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.

(c) 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. 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 State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. 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.

Section 8: Suspension and Debarment

(a) If this contract is for \$25,000 or more or requires the consent of an official of a federal agency, then this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the contract.

(b) 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. Part 180, subpart C and 2 C.F.R. Part 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.

Section 9: Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the FEMA-required certification found at 44 C.F.R. Part 18, Appendix A (attached hereto). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Section 10: 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—

competitively within a timeframe providing for compliance with the contract performance schedule;

meeting contract performance requirements; or

at a reasonable price.

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

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

Section 11: Access to Records

(a) The Contractor agrees to provide the City, the State of Florida, 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. 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.

(b) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(c) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Section 12: 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. The Contractor shall include this provision in any subcontracts.

Section 13: Compliance with Federal Law

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 14: No Obligation of Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Section 15: False Claims

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

Section 16: Subcontract Socioeconomic Steps

The Contractor must consider the steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

Section 17: Copyright and Data Rights

If the contract requires the Contractor or subcontractor to produce copyrightable subject matter or data, then the Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

Section 18: Patent Rights

If this contract is a *funding agreement* as defined in 37 C.F.R. § 401.2(a), then the standard patents rights clause at 37 C.F.R. § 401.14 is hereby incorporated by reference as if fully set forth herein.

FHWA-1273 – Revised October 23, 2023

(1) REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- | | |
|---|---|
| <ul style="list-style-type: none">I. GeneralII. NondiscriminationIII. Non-segregated FacilitiesIV. Davis-Bacon and Related Act ProvisionsV. Contract Work Hours and Safety Standards Act ProvisionsVI. Subletting or Assigning the ContractVII. Safety: Accident PreventionVIII. False Statements Concerning Highway ProjectsIX. Implementation of Clean Air Act and Federal Water Pollution Control ActX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary ExclusionXI. Certification Regarding Use of Contract Funds for LobbyingXII. Use of United States-Flag Vessels: | <p>other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).</p> <p>2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work</p> |
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ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (2) Withholding monthly progress payments;
- (3) Assessing sanctions;
- (4) Liquidated damages; and/or
- (5) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity** (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. 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 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, 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 an officer or employee of any 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

(6) ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

END OF FORM FHWA 1273.

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SITE AUTHORIZATION LETTER FROM FDEP- SITE A

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

South District Office
2295 Victoria Avenue, Suite 364
Fort Myers, Florida 33901-3881

Ron DeSa
Gover



Jeanette Nu Lt. Gover

Shawn Hamil
Secre

Sent via email to: cspeake@northportfl.gov

Date: 08/01/2024

Chuck Speake
1100 N. Chamberlain Boulevard
North Port, FL 34286

RE: 2024 - Pre-Authorization for Disaster Debris Management Sites (DDMS) Dear

Chuck Speake,

This is to notify you that on 05/07/2024, we approved your request for pre-authorization of a disaster debris management site (DDMS) located in Sarasota County for 2024. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has evaluated your request for a DDMS at the following location:

WACS ID: 108336
Price Boulevard
1790 W Price Blvd, North Port
Lat 27:4:12.0036 / Long 82:9:49.1029
Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed Debris

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using this temporary DDMS as necessary, while also requesting issuance of a field authorization from the Department. Once

activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

1. **The Department must be notified when the site is opened and begins accepting debris, and when the site is closed and stops accepting debris;**
2. Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process disaster debris;
3. Access must be controlled to prevent unauthorized dumping and scavenging;
4. A DDMS must have spotters to correctly identify and segregate waste types for appropriate management;
5. Once the site is open, a spotter must be located in the area where waste is being deposited in order to spot and remove prohibited waste items;
6. The DDMS is limited to managing the type(s) of debris listed above; any putrescible waste received at the DDMS must be removed from the site within 48 hours; all other types of prohibited waste should be managed in accordance with the guidance document (see link below);
7. Unless otherwise approved by the Department in response to a written request from you, the DDMS must cease operation and all disaster debris must be removed from the site on or before the expiration date of an Order that has been executed by the Department, unless it is modified or extended by further authorization.

The Department has also prepared a guidance document on the establishment, operation and closure of a DDMS for disaster debris. This guidance includes recommended practices, which you are expected to follow as much as practicable, as well as additional requirements from the Order. A copy of this guidance document is available on the DEP website at

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/guidance-establishment-operation-and-closure>. This guidance is not a substitute for federal requirements and guidance, including those from the Federal Emergency Management Agency (FEMA).

If you have any questions or comments on this pre-authorization letter, please feel free to contact Renee Kwiat by E-mail at renee.kwiat@floridadep.gov or by phone at (239) 344-5673. In order to provide better service to you, the Department is using electronic documents as much as possible. Please provide your E-mail address when replying. Sincerely,





2. **City of North Port**
PURCHASING
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



WORK ASSIGNMENT

☐ Change Order ☐ Amendment

CONSULTANT: _____

CONTINUING CONTRACT NO. & TITLE: _____

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #: _____

SHORT TITLE: _____

DATE SUBMITTED: _____

AMOUNT (LUMP SUM): _____

SCHEDULED COMPLETION: _____

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20____

DEPARTMENT

TOTAL OF PREVIOUS ASSIGNMENTS _____

THIS WORK ASSIGNMENT _____

TOTAL WORK ASSIGNMENTS _____

ACCOUNT NO/PROJECT NO _____

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. All associated supporting documentation and justification for this Work Assignment Change Order/Amendment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS TOTAL WORK ASSIGNMENT, INCLUDING CHANGE ORDERS AND/OR AMENDMENTS SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$4,000,000 PER FLORIDA STATUTE 287.055 AS AMENDED.



CITY OF NORTH PORT

CHANGE ORDER/CONTRACT AMENDMENT FORM

WA #: _____

CO#: _____ Amendment #: _____

City's Contract No.: _____

Project Manager/Engineer: _____

Project Name: _____

Description:

Purpose of Change Order:

Attachments (provide documents below from Consultant supporting change):

☐

Attachment A - Fee Schedule with contracted hourly rates/number of hours breakdown

☐

Attachment B - Consultants written scope/quote (for this work assignment)

☐

Attachment C - Supporting documentation (includes time extensions if requested)

CHANGE IN CONTRACT PRICE					CONTINGENCY FUNDS	
Original Contract Amount:					Use of Contingency Funds?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Previous Amendment/ Change Orders:	#		to #		Original Contingency Amount:	
	#		to #			
Approved Amount: Amendments/Change Orders	Amend				Approved Use of Contingency Amount:	
	CO					
Current Contract Price:					Increase/(Decrease):	
This Change Add/(Deduct):						
Total Contract Amount w/this change (pending approval):					Contingency Balance:	

CHANGE IN CONTRACT TIME				
Please fill in the Initial & Final Dates and Days of the original contract and the Dates and Difference (days) for each subsequent change order.				
Initial Date	Final Date	Days/Difference (days)*	Action	Basic Description
Enter dates & number of days in Cells Below			Add Action and Description in Cells Below	
			Original	Initial Execution
Total Days*				
* Calendar days (not working days)				

SIGNATURES ON NEXT PAGE

RECOMMENDED BY:

By: _____
Consultant Date

By: _____
City POC/Project Manager Date

APPROVED BY:

By: _____
Department Director Date

By: _____
Budget Administrator Date

By: _____
Purchasing Date

By: _____
Finance Director Date

By: _____
Assistant City Manager Date

By: _____
City Manager Date

By: _____
City Clerk (If applicable) Date

By: _____
City Attorney (If applicable) Date

. 2016

SEE SEPARATE DOCUMENT IN PDF FORMAT.

PRICE SCHEDULE

SEE SEPARATE EXCEL SPREADSHEET.