

**NON-EXCLUSIVE AGREEMENT #2019-49
DISASTER DEBRIS MONITORING SERVICES
AND FINANCIAL RECOVERY MANAGEMENT AGREEMENT**

THIS NON-EXCLUSIVE AGREEMENT ("Agreement") is made and entered into this 28th day of May, 2019, by and between the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and Rostan Solutions, LLC, 3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596, a Florida Limited Liability Corporation, hereinafter referred to as "Contractor."

The parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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and maintains public records upon the completion of the contract, the Contractor must meet all applicable requirements for retaining public records.

5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL publicrecordsrequest@cityofnorthport.com.

6. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes, Section 119.10.

D. INCORPORATION OF REQUEST FOR PROPOSAL NO. 2019-49: The RFP specifications, attachments, and addenda, and the Contractor's response to the RFP, are specifically made a part of this Agreement and are incorporated as if set forth fully herein. The RFP, this Agreement, and its exhibits shall be referred to collectively as the "Agreement Documents." In the event of a conflict between or among the Agreement Documents, or any ambiguity or missing specifications or instruction, the following priority is established:

1. First, this Agreement (Agreement No. 2019-49) approved by the City Commission and any attachments and exhibits;
2. Second, Request for Proposal No. 2019-49, including any and all attachments and addenda;
3. Third, the Contractor's response to this solicitation; and
4. Fourth, specific direction from the City Manager.

3. TERM

- A. Agreement Term. This Agreement is in effect for a three (3) year period that begins on the day of the award. Should any active individual event extend beyond the expiration date of this Agreement, the term must be extended until the project has been satisfactorily and successfully completed and accepted. The City retains the right to renew this initial Agreement under the same terms and conditions and upon mutual agreement with the Contractor. This Agreement may be renewed for a period not exceed three (3) years following termination of the initial three (3) year term. Renewal of this Agreement must be in writing and is subject to the same terms and conditions as set forth in the initial Agreement. A renewal agreement may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the City and subject to the availability of funds.
- B. Termination with or without Cause. The performance of work under this Agreement, or any renewal of this Agreement, may be terminated with or without cause by the City Manager in

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whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be achieved by the delivery to the Contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice. Contractor will be paid only for such work performed up to the termination. Under no circumstances shall the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.

- C. No guarantee is expressed or implied as to the volume of services to be purchased under this Agreement.

4. AUTHORIZATION OF STANDBY STATUS

- A. Prior to, or in response to, a disaster event, the City may issue the Contractor a written Notice of Standby Status. The Notice of Standby Status will include all services and commodities authorized by the City to be included prior to the issuance of a Notice to Proceed. Standby status must be provided at no cost to the City. If Contractor is unable to timely provide services under this Agreement as determined by the City in its sole discretion, the City may have another secondary debris monitoring contractor provide the services.
- B. Following a disaster event, the City may issue a Notice to Proceed to the Contractor identifying the services to be provided. The mobilization time for services and equipment must be in accordance with the Scope of Services identified in Exhibit "A." A Notice to Proceed will indicate the not-to-exceed amount for the services to be provided.

5. PAYMENT

- A. Delivered Prices. Agreement prices are freight prepaid and allowed/destination. Agreement prices are inclusive of labor, equipment, transportation, freight, handling, delivery, surcharges, and any other incidental charges that may be required for the completion of work under this Agreement. This Agreement's fee schedule is attached as Exhibit "B" and is incorporated as if set forth fully herein.
- B. Maximum Ceiling Unit Prices. The prices included in this Agreement are maximum ceiling unit prices. The unit price for a disaster event will be negotiated between the City and Contractor after the event. Maximum ceiling unit prices that exceed the U.S. Federal Emergency Management Agency ("FEMA") approved unit prices for the event must be reduced to be equal or less than FEMA's allowed unit prices.
- C. Fixed Price Term. Contractor must supply the City the items and/or services listed at firm delivered maximum ceiling prices for the first year of the initial Agreement term.
- D. Price Adjustments.
 - 1. The City will allow one (1) price adjustment in the second year of the initial Agreement term and one (1) price adjustment in the third year of the initial Agreement term. It is at the City's

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discretion to continue the second and/or the third-year price for the initial Agreement term. Additional consideration by the City may be given for extreme and unforeseen volatility in the marketplace as specified below.

2. Price adjustments during the second and third year of the initial Agreement term are allowed but must not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request for price adjustment. This request becomes effective thirty (30) days after the date the notice is 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 so impacts the contractor that continued performance of this Agreement would result in a substantial loss.
4. The City reserves the right to renegotiate this Agreement if the prices exceed the current marketplace.
5. Contract Renewal. Price adjustment is permitted during the optional renewal period. However, only one (1) adjustment for each year of the renewal period is permitted.

6. INVOICING/PAYMENT TERMS

- A. Payment to the Contractor will be issued by the City's Finance Department in accordance with Florida Statutes, Chapter 218, the Local Government Prompt Payment Act, upon receipt of the Contractor's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Agreement. The Contractor must submit an invoice for payment to the City for those specific tasks that were completed during the invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City based on the percentage of the amount for those specific services. The Contractor's invoices must be in a form satisfactory to the City's Finance Department, who will initiate disbursements.

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- B. Invoices for payment shall be submitted on a regular basis and for no more than a thirty (30) day period.
- C. The Purchase Order number must appear on all invoices. Invoices must be detailed and annotate the services provided, unit prices, extended prices, and correlate to and include the following:
 - 1. Supporting documentation and invoices for services performed or goods furnished by the Contractor; and
 - 2. Copies of all sub-contractor invoices and contracts between the Contractor and sub-contractors.
- D. Price/Sales Tax. Unless otherwise specified herein, the unit prices herein do not include sales or use tax.

7. WARRANTY/GUARANTEES

- A. Covenant Against Gratuities. Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, City is entitled to pursue the same remedies including, but not limited to, termination, against Contractor as it could pursue in the event of Contractor's default.
- B. Merchantability Warranty. The goods or items furnished must be of a merchantability quality. They also must be suitable for the particular purpose as referenced in the solicitation document and in all supporting literature relating to the goods or items being purchased.
- C. Specification Warranty. The awarded Contractor warrants that all services will be in full accordance with the specifications and requirements of this solicitation document and this Agreement.

8. CHANGE ORDER/AMENDMENTS TO AGREEMENT

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

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do so at their own expense and risk of not being compensated by the City for performing the unauthorized work.

9. INSURANCE

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

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

C. POLICY FORM:

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

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

7. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before Contractor will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement must be provided to the Contractor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

10. 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, SUB-CONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS AGREEMENT. THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. THE CITY SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY SHALL PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

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

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

- A. The Contractor will furnish each of its sub-contractors copies of the Agreement documents required for their work.
- B. Contractor is familiar with the nature and extent of the Agreement documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work to be done under this Agreement.
- C. Contractor has given the City written notice of all conflicts, errors, and/or discrepancies that it has discovered in the Agreement documents and the written resolution thereof by the City is acceptable to the Contractor.
- D. Competent Personnel. Contractor warrants that all services provided under this Agreement will be performed by skilled and competent personnel to the highest professional standards for the scope of work.

12. FEDERAL COMPLIANCE: In addition to other provisions required by law, FEMA, or 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 below provisions shall prevail.

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

14. FEDERAL FUNDING

- A. When property or services are procured using funds derived from a Federal grant or agreement, whether direct to the City or "pass-through" from another entity, the City is required to and will

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follow the Federal procurement standards set forth in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

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

15. RECIPIENTS AND SUB-CONTRACTS: Awarded Bidder(s)/Contractor(s) and all associated contractor(s) are also considered recipients and therefore, the below provisions must be included in all contract provisions; including those of the sub-contractor(s) when and where applicable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

- A. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System ("E-Verify") operated by the U.S. Department of Homeland Security ("DHS") in partnership with the Social Security Administration ("SSA") provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- B. Contractors/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. Contractors/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 Contractor/bidder does not provide the City with evidence of their E-Verify enrollment and an executed affidavit of compliance, the Contractor's/bidder's proposal may be deemed non-responsive.
- E. **Sub-contractor requirement:** Contractors/bidders shall require all contracts or agreements that they enter into with a sub-contractor to include a requirement that the sub-contractor enroll and participate in the E-Verify program.

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- F. The Contractor/bidder is responsible for familiarizing themselves with all rules and regulations governing the E-Verify program. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

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

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

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

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.

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

- A. The awarded Contractor(s) will be required to obtain and maintain a current Data Universal Numbering System Number (“DUNS”) and Contractor and Government Entity (“CAGE”) code registration for the life of this Agreement.

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- B. The following definitions apply to the terms used in this section:
1. "Data Universal Numbering System ("DUNS") number" means the 9-digit number assigned by Dun and Bradstreet, Inc. ("D&B") to identify unique business entities, which is used as the identification number for Federal contractors.
 2. "Data Universal Numbering System+4 ("DUNS+4") number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer ("EFT") accounts (see the FAR subpart 32.11) for the same concern.
 3. "Registered in the System for Award Management ("SAM") database" means that:
 - a. The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the 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.
- C. Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete.

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Updating information in the SAM does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

- D. If the Bidder does not become registered in the SAM database in the time prescribed in this solicitation, the City will proceed to award to the next lowest responsive and responsible registered Bidder.
- E. Processing time, which normally takes forty-eight (48) hours, should be taken into consideration when registering in the SAM database. Bidders who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- F. By submission of a Proposal, the bidder acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.
- G. Contractor changes: If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the Contract), or has transferred the assets used in performing the Contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in 48 CFR Part 42, subpart 42.12, the Contractor shall provide the City's Contract Administrator a minimum of one (1) business day's written notification of its intention to:
 - 1. Change the name in the SAM database;
 - 2. Comply with the requirements of subpart 42.12 of the FAR; and
 - 3. Agree in writing to the timeline and procedures specified by the responsible Contract Administrator. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.
- H. If the Contractor fails to comply with the requirements of paragraph G. of this section, or fails to perform the agreement at paragraph G.3. of this section, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the Contract will be considered to be incorrect information and breach of this Contract.
- I. The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information and breach of this Contract.
- J. The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet

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throughout the life of the Contract. The Contractor shall communicate any change to the DUNS number to the City within thirty (30) days after the change, so an appropriate modification can be issued to update the data on the Contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted.

- K. The bidder shall enter, on the bidder's response, the DUNS or DUNS +4 number that identifies the bidder's name and address exactly as stated in the bid. The DUNS number will be used by the Procurement Office to verify that the bidder is registered in the SAM database. 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).

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

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

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UNDER FEDERAL AWARDS.

21. REMEDIES

- A. In the event the Contractor violates, breaches, fails to satisfactorily perform, or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either exclusively, concurrently or consecutively:
1. Request additional information from the Contractor to determine the reasons for or the extent of breach, non-compliance or lack of performance.
 2. Issue Contractor a written warning to advise that more serious measures may be taken if the situation is not corrected.
 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 Agreement, or the laws, rules and regulations governing the use of these funds.
 7. Terminate all or part of the Agreement.
- B. Unless otherwise provided by the Agreement, all claims, counter-claims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Agreement 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 Agreement.
- 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 Agreement 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 Agreement, that cannot be resolved by

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mutual agreement of the parties, the Contractor may submit a written request to the City Manager for a final decision concerning the controversy.

- E. Within thirty (30) days after a written request is received by the City Manager, the Contractor will be provided with a written final decision by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision by the City Manager shall be considered the final decision of the City regarding the controversy.

22. TERMINATION AND DEFAULT: Upon termination of this Agreement the Contractor 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 Agreement, 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 Agreement.

- A. **Non Appropriations Provision:** 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.
- B. In the event that the Contractor has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- C. The Contractor shall have the right to terminate the Agreement 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 Agreement 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.

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- E. In the event Contractor breaches this Agreement, 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 Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:
1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Agreement;
 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 Agreement funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, sub-contractors, laborers and material and equipment suppliers;
 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;
- F. Violation of any local, state, or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.
- G. 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.
- H. Waiver. Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in this Agreement, or any instance of default hereunder by the successful proposer, should not be deemed to be a waiver of any default or breach by the City.

23. EQUAL EMPLOYMENT OPPORTUNITY

- A. During the Performance of this Agreement, 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,

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sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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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 Agreement.
 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.

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

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

24.1 DAVIS BACON ACT: (IF APPLICABLE)

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

24.2 COPELAND ANTI-KICKBACK ACT: (IF APPLICABLE)

- A. Compliance with the Copeland "Anti-Kickback" Act.
 - 1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, which are incorporated by reference into this Agreement.
 - 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 Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

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

- A. Pursuant to 40 U.S.C. § 3702, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.

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- B. Pursuant to 40 U.S.C. § 3704, if the Agreement is for construction work, Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. However, these requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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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.
 - 1. The Agreement is awarded by the City in the amount of at least \$25,000.
 - 2. The Agreement requires the approval of FEMA, regardless of amount.
 - 3. The Agreement is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- B. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that

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may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- E. The Contractor shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions Form, and return it to the City with their Proposal.
- F. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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 recipient.

31. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, 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>.

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,

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documents, papers, and records of the Contractor which are directly pertinent to this Agreement 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 Agreement.
 4. Such records will 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.
- 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 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.

34. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

The parties to this Agreement acknowledge that FEMA financial assistance will be used to fund this Agreement. 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 Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this Agreement.

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 Agreement.

37. TIME AND MATERIAL CONTRACTS, IF REQUIRED

- A. As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:
1. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

Disaster Debris Monitoring Services and Financial Recovery Management

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.
38. **CONTRACTOR'S AFFIDAVIT:** When all work contemplated by this Agreement has been completed, inspected, and approved by the City, or its duly authorized agent, the Contractor must furnish the City with the Contractor's Affidavit as required by the State of Florida Mechanic's Lien Law. Signed affidavits of payment must be provided by the Contractor and from all sub-contractors hired by the Contractor. The affidavits must state whether the sub-contractor(s) has been paid in full or whether there are payments remaining. A list of all sub-contractors must be furnished to the City prior to any payments against this Agreement.
39. **INDEPENDENT CONTRACTOR:** The Contractor is and shall be in the performance of all work services and activities performed under this Agreement, an independent contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor must exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City is that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement, or representation other than as specifically provided for in this Agreement. The Contractor must not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
40. **LICENSES AND PERMITS/LAWS AND REGULATIONS:** The Contractor must pay all taxes required by law in connection with the activity performed under this Agreement, including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, must secure all licenses and permits necessary for proper completion of the work, paying any fees therefore. The Contractor must comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Agreement documents are at variance therewith, the Contractor must notify the City promptly on the discovery of such variance.

Disaster Debris Monitoring Services and Financial Recovery Management

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

42. SCRUTINIZED COMPANIES:

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
 - 1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - 2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 - 3) It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

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

43. NOTICES

Any notice, demand, communication, or request required or permitted hereunder must be sent by certified mail, return receipt requested, and must be mailed to:

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

Disaster Debris Monitoring Services and Financial Recovery Management

As to CITY: Operations Manager
City of North Port Public Works Department
1100 N. Chamberlain Blvd.
North Port, Florida 34286
Tel: 941-240-8090
Fax: 941-240-8063
Email: cpeake@cityofnorthport.com

**With copies of Notices
And Demands to:** City of North Port, Florida
City Attorney's Office
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941-429-7260
Email: northportcityattorney@cityofnorthport.com

As to Contractor: Rostan Solutions, LLC_
Sam Rosania, Executive Vice President
3433 Lithia Pinecrest Road, Suite 287
Valrico, FL 33596
Tel: 813-333-7042__
Email: srosania@rostan.com

Notice is effective when received at the addresses specified above. Changes in the respective addresses where such notice is to be directed may be made from time to time by either party by written notice to the other party. The original of the notice must be mailed as required herein. Nothing in this Section is to be construed to restrict the transmission of routine communications between representatives of Contractor and City.

- 48. WAIVER:** In the event of a default or breach of the Agreement terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity. No delay or failure to enforce any breach of this Agreement by either City or Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 49. ATTORNEYS' FEES:** In any proceedings between the parties arising out of or related to this Agreement, the prevailing party must be reimbursed all costs, expenses, and reasonable attorneys' fees through all proceedings, at both trial and appellate levels.

Disaster Debris Monitoring Services and Financial Recovery Management

50. GOVERNING LAW, VENUE, AND SEVERABILITY: The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

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

52. ENTIRE AGREEMENT: This Agreement (with all referenced attachments, addenda, and provisions incorporated by reference) contains and embodies all the representations, covenants, and promises made by the parties. In the event of any conflict between the provisions of this Agreement and the Addenda, RFP and attachments, or Contractor's proposal, this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

ATTEST:

CITY OF NORTH PORT, FLORIDA

By: Kathryn Peto

Kathryn Peto, City Clerk

By: Peter D. Lear

Peter D. Lear, CPA, CGMA City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: Amber L. Slayton

Amber L. Slayton, City Attorney

ROSTAN SOLUTIONS, LLC:

By: Sam Rosania

Sam Rosania, Executive VP

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 24th day of April, 2019, by SAM ROSANIA, who is personally known to me or who produced _____ as identification.

Cynthia K Noel
Notary Public



CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2019-49
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EXHIBIT A
PART II – SCOPE OF SERVICE

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

1) OBJECTIVE

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

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

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

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

2) PROPOSED SCOPE OF SERVICES

a. Project Management/Process Oversight

- i) The Monitoring Contractor shall be responsible to provide Disaster Debris Monitoring Services and Financial Recovery Management to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways and other public, eligible or designated areas. Specific services may include:

- (1) Coordinate daily briefings, work progress, staffing and other key items with the City Representative/Project Manager.
- (2) Schedule work for all team members on a daily basis to coincide with the hours of operation of the City's Debris Removal Contractor. (7 days, 12 hours daily)
- (3) Hire, train, schedule, dispatch and manage field staff to fulfill the needs of the number of Debris crews in the field and those needed at the staging site.

Disaster Debris Monitoring Services and Financial Recovery Management

b. Field Collection Monitoring

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

Disaster Debris Monitoring Services and Financial Recovery Management

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

ix) Final report and appeal preparation and assistance

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

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

b. LOAD TICKETS PROCESS

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

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

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

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

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

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

(a) Date

(b) Time

(c) Map page

(d) Section number

(e) Complete street address of closest property

(f) Nearest cross streets

(g) Tag number

(h) Type of debris

(i) Vehicle number

(j) Percent of volume full

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

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

Disaster Debris Monitoring Services and Financial Recovery Management

(m) Name of subcontractor

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

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

3) MINIMUM QUALIFICATION REQUIREMENTS

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

4) PROPOSED PRICING

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

i) Positions:

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

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(12) Traditional Ticketing

(13) Electronic Ticketing

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

5) CITY'S RIGHT TO INSPECT

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

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

6) CONTRACT AWARD REQUIREMENTS

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

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

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

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

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Schedule:

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

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

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

EMERGENCY EVENT OPERATIONS:

_____ 12 _____	Hours after Event: Contractor Staff would report to the City's EOC
_____ 24 _____	Hours after Event: Contractor ready to assist the City with truck certification.
_____ 24 _____	Hours after Event: Contractor to have monitors ready to begin debris removal operations

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**EXHIBIT B
FEE SCHEDULE**

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

POSITIONS	HOURLY LABOR RATES
Project/Operations Manager	\$80.00
Field Supervisor	\$46.00
Debris Site/Tower Monitors	\$35.00
Field Debris Collection/Code Monitors	\$33.00
Load Ticket Data Entry Clerks	N/C
Billing/Invoice Analysts	\$50.00
Project Assistants	\$30.00
FEMA, FHWA Coordinator	\$110.00
Environmental Specialist	\$70.00
GIS Analyst	\$70.00
Scheduler/Expeditor	\$33.00
Traditional Ticketing ****	N/C
Electronic Ticketing ****	N/C
Data Manager**	\$70.00

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

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

***Please include any other required positions with hourly rates (attach job description for each position. Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form, and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

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

Disaster Debris Monitoring Services and Financial Recovery Management

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

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

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EXHIBIT C
CITY WORK ASSIGNMENT FORM/NOTICE TO PROCEED



City of North Port
PURCHASING
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



WORK ASSIGNMENT

CONSULTANT

**CONTINUING CONTRACT # &
TITLE**

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #

SHORT TITLE

Attach justification and supporting documentation

DATE SUBMITTED

AMOUNT (LUMP SUM)

SCHEDULED COMPLETION

CONTRACT AND BUDGET OVERVIEW

	DEPARTMENT	CITYWIDE (completed by Purchasing)
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. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
2. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.

SUBMITTED BY:

CONSULTANT **DATE**

APPROVED BY:

DEPARTMENT DIRECTOR **DATE**

BUDGET ADMINISTRATOR **DATE**

PURCHASING **DATE**

FINANCE DIRECTOR **DATE**

ASSISTANT CITY MANAGER **DATE**

CITY MANAGER **DATE**