

City of North Port



**DISASTER DEBRIS MONITORING SERVICES AND
FINANCIAL RECOVERY MANAGEMENT
IN THE CITY OF NORTH PORT
Request for Proposal No. 2025-02**

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02**

Disaster Debris Monitoring Services and Financial Recovery Management

NOTICE OF AVAILABILITY

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

RFP NO. 2025-02

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

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

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

**PROPOSAL DUE DATE:
March 28, 2025, AT 2:00 P.M.**

Proposals may be mailed, or hand delivered to Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, **NO LATER THAN 2:00 PM (EST) ON March 28, 2025.**
PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE OPENED.

<i>Non-mandatory Pre-proposal Meeting</i>	<i>No Meeting Scheduled at this time</i>
<i>Evaluation and Ranking Committee Meeting (Open to Public)</i>	<i>April 8, 2025 @ 2:00 PM City Hall, Room 244</i>

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.northportfl.gov . Proposal documents are posted on the City FTP site at <https://www.northportfl.gov/filesshare> ; however, addendums are only posted on www.demandstar.com . If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Geoff Thomas, Contracts Administrator I at 941-429-7102. Requests for additional information or clarification must be submitted in writing via facsimile to 941-429-7173 or emailed to purchasing@northportfl.gov . Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **March 17, 2025 at 2:00 P.M.**

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

PUBLISH:

[www.purchasing@northportfl.gov](mailto:purchasing@northportfl.gov)

www.demandstar.com

Sarasota Herald-Tribune

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Attachments:

RFP 2025-02 Price Proposal

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STATEMENT OF NON-SUBMITTAL

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

We the undersigned have declined to submit a proposal on the requested service for **RFP No. 2025-02: DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY MANAGEMENT** for the following reason(s):

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

Remarks _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

Note: Statement of Non-Submittal may be faxed in to the Purchasing Department at 941-429-7173 or emailed to purchasing@northportfl.gov

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PART I – GENERAL INSTRUCTIONS AND SPECIAL PROVISIONS

GENERAL INSTRUCTIONS

1. PURPOSE:

- A. **INTENT OF REQUEST FOR PROPOSAL:** It is the intent of the City of North Port, Florida, (the “City”) to request proposals from bidders to provide collection and debris site monitoring services as well as coordinate and manage all storm debris management activities in accordance with the Federal Emergency Management Agency (FEMA).
- B. **TIME AND DUE DATE:** The City will accept **SEALED** proposals from qualified bidders consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than 2:00 pm (EST) March 28, 2025.**
- C. **CONTRACTOR(S):** The selected Contractor must be currently licensed to practice in the State of Florida, as required by law.

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

3. AGREEMENT AWARD/TERM:

A. MULTIPLE AWARDS:

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

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

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

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

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

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

- N. **WORK, SCOPE OF WORK, SERVICES, or PROJECT:** All matters and things that will be required to be done by the Contractor in furtherance of fulfilling its obligations pursuant to the agreement entered into regarding this Request for Proposal.
6. **INQUIRIES:** The City will not respond to oral inquiries. Proposers may submit written, e-mailed, or faxed inquiries regarding this RFP to the Purchasing fax number at (941) 429-7173 or the Purchasing e-mail address at purchasing@northportfl.gov. The City will respond to written, e-mailed, or faxed inquiries received at least five (5) working days prior to the RFP due date. The last day for questions is **March 17, 2025, at 2:00 p.m. (EST)**.

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

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

8. **PROPOSAL SUBMISSION AND WITHDRAWAL:**

- A. The City will accept **SEALED** proposals at the following address that are clearly marked on the outside:
RFP NO. 2025-02 DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY MANAGEMENT and addressed to:

City of North Port
Geoff Thomas, Contract Administrator I
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286

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

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

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- 16. FISCAL NON-FUNDING CLAUSE:** The parties acknowledge and agree that the obligations of City to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which City is a party, are and shall remain subject to the provisions of Section 166.241, Florida Statutes, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member, or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Agreement shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.
- 17. RESERVED RIGHTS:** The City reserves the right to accept or reject any or all submissions, to accept all or any part of a submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Proposer to perform the work or services requested. Upon request, a Proposer must provide information the City deems necessary in order to make a determination.
- 18. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color, or national origin in consideration for an award.
- 19. PERFORMANCE EVALUATION:** At the end of the Agreement, the receiving department will evaluate the successful Proposer's performance; this evaluation is a public record.
- 20. PAYMENTS** (If Applicable): The City will pay the Contractor through payment issued by the Finance Department in accordance with Chapter 218, Florida Statutes, the Local Government Prompt Payment Act, upon receipt of the Contractor's invoice and written approval of same by the City's administrative agent indicating that services have been rendered in conformity with the Agreement. The Contractor must submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's administrative agent based on the percentage of the amount for those specific services. The Contractor's invoices must be in a form satisfactory to the City's Finance Department.

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- 21. TAXES:** The City is exempt from Federal Excise and State Sales Taxes. The Contractor must assume liability for all Local, State, and Federal Tax that is applicable to the work performed pursuant to the Agreement.

22. INDEMNITY:

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

- 23. CONFLICTS OF INTEREST — CITY OFFICERS, EMPLOYEES, OR BOARD MEMBERS:** The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Proposers must disclose any such potential conflicts on the provided Conflict of Interest Form. Proposers are responsible for reviewing Section 112.313, Florida Statutes, to determine whether they have a conflict. If a Proposer is in doubt as to their ability to contract with the City, they must seek a conflict of interest opinion from the City Manager or designee prior to submittal of a response.

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- 24. COLLECTION OF FEES, ASSESSMENTS, AND TAXES:** By acceptance of an agreement, the Contractor acknowledges compliance with the requirement that all delinquent and currently due fees, assessments, and taxes be paid. The City may require verification and satisfaction of all delinquencies and currently due fees, assessments, and taxes prior to submittal due date. The City will conduct an annual review for any fees, assessments, and taxes.
- 26. NON-DISCRIMINATION:** The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Contractor must not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- 27. CONTACT PROHIBITION:** All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.
- 28. STATE REGISTRATION REQUIREMENTS:** Any Proposer required by Florida law to register to do business in this state must either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapters 607, 608, 617, or 621, Florida Statutes. A copy of the registration/application must be provided to the City prior to award of an agreement. Any partnership submitting a response to this solicitation must comply with the applicable provisions of Chapter 620, Florida Statutes.
- 29. ASSIGNMENT:** The Contractor cannot assign any interest in this Agreement and cannot assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy must be promptly given to the City. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City. The Contractor and their successors, transferees, assignees, and Sub-contractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities and staff according to the Department of Homeland Security Standard Terms and Conditions, v 3.0, ¶XXVI (2013) (as amended from time to time).
- 30. AMENDMENT:** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written, with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission must approve all increases in compensation under the Agreement.
- 31. CHANGES IN THE WORK:**

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

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

If a Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure; (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents; (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Bid number marked on the outside; and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential and/or proprietary and/or exempt information must be submitted with the Proposer's other proposal documents.

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

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

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

- A. Keep and maintain public records required by the City to perform the service.
 - 1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - 2) "Public records" means and includes those items specified in Section 119.011(12), Florida Statutes, as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub-contractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
- B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if the Contractor does not transfer the records to City following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to the city all public records in Contractor's possession or keep and maintain public records required by the city to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor must meet all applicable requirements for retaining public records.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL hfaust@northportfl.gov.

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

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

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

36. BID PROTESTS:

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

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

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

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

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

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

38. SCRUTINIZED COMPANIES:

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
 - 1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - 2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 - 3) It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
 - 1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
 - 2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - 3) A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

39. JOINT VENTURES: A joint venture must be in place when the Proposal is submitted. A proposal submitted as a "joint venture" must clearly indicate in the proposal the name of the joint venture and the individual participants. All documents must be executed/signed and notarized by all parties

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involved as participants in the joint venture. A copy of the joint venture contract between all parties, indicating their respective roles and responsibilities (e.g., agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) must be included with a joint venture proposal submittal. One entity must take the lead as the point of contact and awardee. The City Agreement will be with one entity and one check will be issued.

40. SUB-CONTRACTORS:

- A. A sub-contractor is an individual or contractor contracted with by the Contractor to assist in the performance of services required under this RFP. A sub-contractor must be paid through the Contractor and not directly by the City. Sub-contractors are allowed to perform of the services delineated within this RFP. Contractor must clearly reflect in its Proposal the major sub-contractor(s) it will utilized in the performance of required services. The City retains the right to accept or reject any sub-contractor proposed. Any and all liabilities regarding the use of a sub-contractor are borne solely by the successful Contractor and insurance for each sub-contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Contractor nor any of its sub-contractors are considered to be employees or agents of the City. Failure to list a sub-contractor or provide the required information may disqualify a proposed sub-contractor from performing work under this RFP.
- B. Responses must include the requested sub-contractor information and all relevant information required of the Contractor. Within five (5) business days after the identification of the award to the successful Contractor(s), the Contractor must provide a list confirming the sub-contractor(s) that the Contractor intends to utilize pursuant to this Agreement. The list must include, at a minimum, the name and location of the place of business for each sub-contractor, the services each sub-contractor will provide relative to any agreement that may result from this RFP, each sub-contractor's hourly rates or fees, any applicable licenses, references, ownership, and other information required of Contractor.

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

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

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

44. EXAMINATION OF DOCUMENTS/SITE: Prior to the submission of a Proposal, Proposer must examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and

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limitations that affect the work to be performed under this Agreement. A Proposer's failure to be familiar with the conditions will in no way relieve the successful Proposer from the necessity of furnishing any materials or performing any work that may be required.

45. LICENSES:

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

46. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS: Section 112.313(12), Florida Statutes, controls contracting with City employees or board members. Any City employee, board member, or member of his or her immediate family seeking to contract with the City must seek a conflict of interest opinion from the City Manager or designee prior to submittal of a response or application of any type to contract with the City. The affected employee or board member must disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed agreement and the nature of the intended agreement.

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

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

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

50. Access to Records/Audits:

- A. The City reserves the right to audit the Contractor's records throughout the term of the Contract, in accordance with Florida's Public Records Law, Chapter 119, Florida Statutes, and throughout any retention period as established by the City.
- B. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers or records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

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- C. The Contractor agrees to permit any of the above-noted parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- E. Such records will be maintained for five years after the completion of the work done under the Agreement and until claims or audit findings have been resolved which were initiated prior to the expiration of the five year period. The City retains a firm, which annually audits records. Should records be required within that period, Contractor will be notified in writing.
- F. If at any time the City determines that a cost for which payment has been made is a disallowed cost, such as an overpayment, the City shall notify the Contractor in writing of the disallowance. The City shall state the means of correction, which may be adjustment of any future claim submitted by the Contractor, or to require repayment of the disallowed amount by the Contractor.
- G. **Federal Records Requirements:** Records retention and access to records shall comply with the Federal Highway Administration and the Office of the Inspector General.

51. Applicable Law:

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

52. Change Orders and Amendments:

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

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

The Contractor fully understands the City's change order and amendment policy. In the event the Contractor begins work on unauthorized changes to the scope of services prior to receiving a signed

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change order or amendment by the City's appropriate level of authority, they do so at their own expense and risk of not being compensated by the City for performing unauthorized work.

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

53. Agreement Time Extensions:

The City may grant an extension to the Agreement Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of the Proposal submission. The City may allow such extension of time only for delays occurring during the Agreement Time period or authorized extensions of the Agreement Time period. When failure by the City to fulfill an obligation under the Agreement results in delays to the controlling items of work, the City will consider such delays as a basis for granting a time extension to the Agreement.

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

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

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

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

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

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

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

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

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

As a condition precedent to an extension of Agreement Time, the Contractor must submit to the City a preliminary request for an extension of Agreement Time which must be made in writing to the City within ten (10) calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Agreement Time, the Contractor fully, completely, absolutely and irrevocably waives an entitlement to an extension of Agreement Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Agreement Time will be required. Each such preliminary request for an extension of Agreement Time shall include at a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay; and further, the Contractor must submit to the City a request for an Agreement Time extension in writing with an initial ten-day notice and a thirty-day final notice after the elimination of the delay to controlling item of work identified in the preliminary request for an extension of Agreement Time. Each request for an Agreement Time extension shall include as a minimum all documentation that the Contractor wishes the City to consider related to the delay, and the exact number of days requested to be added to Agreement Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for an Agreement Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for an Agreement Time extension,

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with or without a detailed cost analysis, depriving the City of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Agreement Time or additional compensation for the delay.

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

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Agreement Time or any monetary compensation arising out of any delay. Contractor's failure to have an accepted schedule, including any required updates(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the City's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the City's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to the City that the City's determination was without any reasonable factual basis.

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

54. Contractor Purchased Equipment:

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

55. Disputes:

- A. All controversies between the City and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the City Manager or designee in writing, within thirty days after a written request by the Contractor for a final decision concerning the controversy.
- B. The City shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision

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shall be final and conclusive, unless the Contractor brings an action seeking judicial review of the decision.

- C. The Contractor shall comply with any decision of the City Manager or designee and proceed diligently with performance of this Agreement until final resolution by a Court of Law, if a judicial remedy is pursued.
- D. In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City Commission shall be final and binding on both parties.

56. E-Verify:

E-VERIFY: The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

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

Non-conforming Terms and Conditions:

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

63. Patented/Proprietary Materials:

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

37. 64. FORCE MAJEURE: Should performance of any obligation created under this Contract become illegal or impossible by reason of:

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

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- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:

- (6) The non-performing party provides written notice within five (5) calendar days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - (1) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - (2) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- A. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
 - B. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
 - C. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

65. Order of Precedence:

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

- #1 – Agreement/Amendments/Change Orders.
- #2 – Addenda.
- #3 – Supplemental Provisions – FEMA/Federal.

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- #4 – General Conditions.
- #5 – Scope of Service.
- #6 – Minimum Qualifications & Contract Requirements.
- #7 – Fee Schedule (Schedule of Values).

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

SUPPLEMENTAL FEMA PROVISIONS

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

1. PURPOSE

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

2. FEDERAL FUNDING

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

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

3. RECIPIENTS AND SUBCONTRACTS

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

4. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

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

5. ENERGY POLICY AND CONSERVATION ACT

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

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

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

Affirmative steps must include:

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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.

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

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

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

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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 throughout the life of the Contract. The Contractor shall communicate any change to the DUNS number to the City within thirty (30) days after the change, so an appropriate modification can be issued to update the data on the Contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted.
- K. The bidder shall enter, on the Bidder's response, the DUNS or DUNS +4 number that identifies the bidder's name and address exactly as stated in the bid. The DUNS number will be used by the Procurement Office to verify that the bidder is registered in the SAM database.
- i) If the bidder does not have a DUNS number, it should contact D&B directly to obtain one.
- (1) A bidder may obtain a DUNS number as follows:
- (a) Via the Internet at <http://fedgov.dnb.com/webform>, or if the bidder does not have internet access, by contacting D&B at 1-866-705-5711 if located within the United States; or

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

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

(a) Company legal business.

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

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

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

(e) Company Telephone Number.

(f) Date the company was started.

(g) Number of employees at your location.

(h) Chief executive officer/key manager.

(i) Line of business (industry).

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

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

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

9. REMEDIES

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

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

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

10. TERMINATION AND DEFAULT:

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

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

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

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

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

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

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

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

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

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
10. The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
11. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

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

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

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

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

12.1 DAVIS BACON ACT: (IF APPLICABLE)

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

12.2 COPELAND ANTI-KICKBACK ACT: (IF APPLICABLE)

- A. Compliance with the Copeland "Anti-Kickback" Act.
1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, which are incorporated by reference into this Contract.
 2. Subcontracts. The Contractor, or subcontractor, shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

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

3. Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Definitions

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

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

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

B. Allocation of Principal Rights

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

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

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

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

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

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made after the date of the amendment.

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

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

D. Conditions When the Government May Obtain Title

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

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

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

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

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

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

F. Contractor Action to Protect the Government's Interest

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

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

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

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

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

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

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

G. Subcontracts

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

H. Reporting on Utilization of Subject Inventions

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

I. Preference for United States Industry

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

J. March-in Rights

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

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

K. Special Provisions for Contracts with Nonprofit Organizations

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

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
2. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

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

3. After payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, the balance of any royalties or income earned and retained by the contractor during any fiscal year on subject inventions under this or any successor contract containing the same requirement, up to any amount equal to five percent of the budget of the facility for that fiscal year, shall be used by the contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility. If the balance exceeds five percent, 75 percent of the excess above five percent shall be paid by the contractor to the Treasury of the United States and the remaining 25 percent shall be used by the contractor only for the same purposes as described above. To the extent it provides the most effective technology transfer, the licensing of subject inventions shall be administered by contractor employees on location at the facility.
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph K.4.

L. COMMUNICATION- For all matters relating to the clause above, Contractor shall communicate with

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the City's Public Information Officer (PIO) or Communications Manager at 941-429-7077.

- M. **COPYRIGHTS** - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

17. CLEAN AIR ACT

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Department of Health or Florida Department of Business and Professional Responsibility, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

18. FEDERAL WATER POLLUTION CONTROL ACT

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

19. DEBARMENT AND SUSPENSION

- A. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, because it is a contract for goods or services that includes the below listed items. As such the Contractor shall verify that neither the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are "excluded," as defined at 2 C.F.R. § 180.940, or "disqualified," as defined at 2 C.F.R. § 180.935.
 - 1. The Contract is awarded by the City in the amount of at least \$25,000.
 - 2. The Contract requires the approval of FEMA, regardless of amount.

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3. The Contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- B. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- E. The Contractor shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions Form, and return it to the City with their Proposal.
- F. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

21. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

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1. Competitively within a timeframe providing for compliance with the Contract performance schedule; or
 2. Meeting Contract performance requirements; or
 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

22. ACCESS TO RECORDS

- A. Access to Records.
1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
 4. Such records will be maintained for five (5) years after the completion of the work done under the Contract and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period. The City retains a firm, which annually audits records; should records be required within that period, Contractor will be notified in writing.
- B. Federal Records Requirements: If applicable, records retention and access to records shall comply with the Federal Highway Administration and the Office of the Inspector General.

23. DHS SEAL, LOGO, AND FLAGS

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

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

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

25. NO OBLIGATION BY FEDERAL GOVERNMENT

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The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this Contract.

26. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

END OF SUPPLEMENTAL FEMA PROVISIONS.

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

END OF PART I

PART II – SCOPE OF SERVICE

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

1) OBJECTIVE

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

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

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

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The current location for the Debris Management Site (DMS) for this Agreement is located on Price Boulevard, Price Blvd Site, North Port Lat 27.07220861/Long -82.16456796, PID #0983-00-1010 (Site A). The City has requested Pre-Authorization for the Fiveleaf Debris Site on Fiveleaf Road, North Port Lat 27-07413093/Long -82.0600857 PID # 1127-22-5736 (Site B). However, the City reserves the right to amend the DMS sites as deemed necessary.

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.
 - (4) Services supporting financial recovery claims from FEMA about planning, preparedness, public assistance and Grant Management assistance.

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.

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- (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.
- 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.

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- (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
 - (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.

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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
- (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.

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- 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").

Schedule:

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

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

END OF PART II

Disaster Debris Monitoring Services and Financial Recovery Management

PART III – EVALUATION OF PROPOSALS

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

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

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

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

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

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

Remarks: The **assigned value** is judged on a scale of 0 through 5
0=Information/documentation provided is not adequate for evaluation
1=Poor, Unacceptable, Needs major help to be acceptable
2=Marginal, Weak, Workable but needs clarifications
3=Good, No major weaknesses, Fully Acceptable as is
4=Excellent, Very good, Solid in all respects
5=Outstanding, out-of-the-box, Innovative

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight 1-10</i>	<i>Score</i>
Experience and Expertise of Firm Tab 3	0-5		X 5	=

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

SCORING:

- 1) The Committee will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
 - a) Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion, unless the score for the criteria score is processed with a calculated formula.
 - b) The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
 - c) Each total raw score will be converted to an ordinal score.
- 2) Ordinal Scores are determined as the order of preference based on the individual member's raw scores.
 - a) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
 - b) The individual ordinal score for each proposer by each committee member are added together for a total ordinal score.
- 3) The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.
- 4) The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:
 - a) Adjust their scoring based on committee discussion; or
 - b) Re-rank the proposers based on committee discussion; or
 - c) Determine a ranking by the consensus of the committee.
- 5) Committee may elect to hold a 'closed' meeting telephone discussions with each of the proposers to further clarify the City's requirements and the Proposer's proposals prior to the public ranking meeting.
- 6) The City may request and negotiate, from either a short list of qualified Bidder or the top ranked Bidder, a "Best and Final" offer.

Disaster Debris Monitoring Services and Financial Recovery Management

- 7) Proposed prices Tab: Proposer shall complete the Financial Proposal form included with the solicitation (Excel Worksheet) and incorporate into this section. All line items of the proposal form must be completed. The County will only accept proposals submitted on the proposal provided by the County. Proposals submitted on forms, other than those provided by the County are not inclusive of all line items, will be deemed as non-responsive and ineligible for award. The Financial Proposal sections shall be limited to one page (Excel Worksheet).

Pricing provided as part of the submissions shall be utilized for evaluation purposes and may be utilized for final award/contracting. The County does reserve the right to negotiate pricing with the number 1 selected Proposed as a condition of award.

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

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

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

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

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

The City will allot equal time for each proposer. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times

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allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking (if presentations are requested) and Recommendation for Award: Upon completion of the oral presentations, the Committee will rank the top three (3) proposers on their oral presentations to determine the top ranked proposer considered to be the most capable of performing the required project in the best interest of the City. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract and authorize the City Manager or his Designee to execute the contract with the top ranked, responsive and responsible firm.

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

TIMELINE OF EVENTS	EVENT TIME/PLACE	EVENT DATE
Issuance of Proposal	2:00 PM	2/27/2025
Non-mandatory Pre-proposal Meeting	NO MEETING	No Meeting
Deadline to submit questions/clarifications	2:00 PM	February 17, 2025
Submittal Due Date	2:00 PM	March 28, 2025
Evaluations and Rankings (Subject to Change) (OPEN TO PUBLIC)	2:00 PM CITY HALL, ROOM 244	April 8, 2025
Presentations – or - Negotiations Team Meeting (CLOSED TO PUBLIC) (Subject to Change)	9:00 AM	APRIL 8, 2025
Agreement to Commission	TBD	TBD

END OF PART III

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

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

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

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

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

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

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

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

2. PROPOSAL FORMAT/REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

EMERGENCY EVENT OPERATIONS

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

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

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

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

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

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

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

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

A. SUBMITTAL REQUIREMENTS

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

1.1 When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; do not use three ring binders of any kind; and sections should be compiled in the sequence list above.

1.2 Place proposal with all the required items in a sealed envelope clearly marked for Request for Proposal 2025-02, project name, name of proposer, due date and time.

2. PAPER/FONT SIZE: 8.5"x11"/Font Calibri 11, PDF format for all pages of the submittal.

3. NUMBER OF ORIGINAL PROPOSALS: One (1) original hard-copy **UNBOUND** (marked "ORIGINAL") and signed in blue ink. **NUMBER OF COPIES:** five (5) hard-copies **BOUND**(marked "COPY"). **(1 original + 5 copies = 6 total submittals).**

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

CITY REQUIRED FORMS:

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

D. FEDERAL REQUIRED FORMS:

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

COMPANY: _____

SIGNATURE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 1.1

GENERAL INSURANCE

A. Insurance.

- (1) Before performing any work pursuant to this Contract, the Contractor must procure and maintain, during the life of this Contract, the insurance listed below against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A - Excellent: FSC VII." No changes can be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the Contractor. The insurance policies must remain in place until all of the Contractor's and subcontractor(s)' obligations and warranty periods in place pursuant to this Contract have been discharged or satisfied.
- (2) The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done pursuant to this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase additional insurance as it may determine necessary. The extent of Contractor's liability for indemnity of the City must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.

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

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

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

- D. Automobile Liability Insurance. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a

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standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

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

- E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. ADDITIONALLY, THE CONTRACTOR, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.
- F. Policy Form.
- (1) All policies required by this Contract, except for Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
 - (2) Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
 - (3) Each insurance policy required by this Contract must:
 - (a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

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- (b) Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.
- (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- (5) The Contractor is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.
- (6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of **thirty (30) calendar days** prior to expiration of the insurance Contract when applicable. All insurance certificates must be received by the City's Purchasing Division before the Contractor commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.
- (7) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed pursuant to this Contract must be provided to Contractor's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Contractor.

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Attachment 2

PROPOSAL SUBMITTAL SIGNATURE FORM

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

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

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

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

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Attachment 4

STATEMENT OF ORGANIZATION

(Information Sheet for Transactions and Conveyances Corporation Identification)

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

Company Name _____

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

Main Office Address

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

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

Office Address

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

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

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Name & Title of Firm Representative

Federal Identification Number:

Signature:

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

(Please Check One)

Is this a Florida Corporation:

☐ Yes or ☐ No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it:

☐ "For Profit" or ☐ "Not for Profit"

Is it in good standing:

☐ Yes or ☐ No

**Authorized to transact business
in Florida:**

☐ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name:

☐ Yes or ☐ No

Names of Officers:

President: _____ **Secretary:** _____

Vice President: _____ **Treasurer:** _____

Director: _____ **Director:** _____

Other: _____ **Other:** _____

Name of Corporation (As used in Florida):

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

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Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

STATE OF _____

COUNTY OF _____

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

Notary Public

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

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Disaster Debris Monitoring Services and Financial Recovery Management

**Attachment 5
REFERENCES/CLIENT LISTING**

The Proposer (Firm/Company) shall demonstrate a minimum of three (3) consecutive years' experience of providing DEBRIS MANAGEMENT/DISASTER RECOVERY services as the **prime contractor** and at least in one (1) event; the prime contractor in a jurisdiction of at least 50,000 people. Proposers shall demonstrate meeting this minimum qualification requirement in the reference section of the Response Form. Proposers shall provide ALL requested information in the Contact and Qualifications Form to demonstrate meeting this requirement. Proposer's not demonstrating minimum similar and acceptable experience may be deemed non-responsible. In the event the Proposer has performed work for the City of North Port, the City's experience shall be considered when evaluating references for determining a responsible Proposer.

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

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

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Disaster Debris Monitoring Services and Financial Recovery Management

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

COMPANY NAME: _____

SIGNATURE: _____

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CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02

Disaster Debris Monitoring Services and Financial Recovery Management

ATTACHMENT 5

REFERENCE AND PERFORMANCE QUESTIONNAIRE VERIFICATION FORM

1. Contractor Information (Proposer information)

FIRM NAME:

ADDRESS:

Telephone number#:

E-mail:

Point of Contact _____ **Contact Phone Number** _____

2. Worked Performed as _____ **Prime** _____ **Sub Contractor** _____ **Joint Venture** _____ **Other (Explain)**

Percent of project work performed _____%

If Subcontractor, who was the prime (Name/Phone #) _____

3. CONTACT INFORMATION

Contract Number: _____

Contract Type: _____ **Firm Fixed Price** _____ **Cost Reimbursement** _____ **Other (please specify):** _____

Contract Title:

Contract Location:

Award Date (mm/dd/yy) _____

Actual Completion Date: _____

Original Contract Price (Award Amount): _____

Final Contract Price (to include all modifications, if applicable): _____

Explain the Difference: _____

4. PROJECT DESCRIPTION: Complexity of Work _____ **HIGH** _____ **MED** _____ **ROUTINE**
How is this project relevant to project submission?

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02

Disaster Debris Monitoring Services and Financial Recovery Management

5. CLIENT INFORMATION

Name: _____ Title: _____

Name of Entity: _____

Phone Number: _____

E-Mail: _____

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

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

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

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

Signature

INSTRUCTIONS:

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

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

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

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

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

Attachment 6
NON-COLLUSIVE AFFIDAVIT

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

_____ who, being first duly sworn, deposes and says

that:

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

Signed, sealed, and delivered on _____, 20_____.

Signature

Printed Name

Title

SWORN ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

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

Notary Public

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

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Attachment 7

CONFLICT OF INTEREST FORM

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

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

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

Identify the position and/or board: _____

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

Identify the name of the spouse or child: _____

_____ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

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

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

_____ None of the Above

PART II: Will you request an advisory board member waiver?

_____ I WILL request an advisory board member waiver under §112.313(12)

_____ I WILL NOT request an advisory board member waiver under §112.313(12)

_____ N/A

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

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Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 7

Signature of Person Authorized to Bind the Contractor

Printed Name

Title

Date

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Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 8
PUBLIC ENTITY CRIME INFORMATION

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

I, _____, being an authorized representative of the Contractor,
have read and understand the contents above.

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

Telephone #: _____ Fax #: _____

Federal ID #: _____ Email: _____

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public – State of Florida

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

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Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 9
DRUG FREE WORKPLACE FORM

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

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

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Printed Name

Title

Date

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Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 10

SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

1. This Sworn Statement is submitted with Proposal No. 2025-02 for debris management services.
2. Sworn Statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____
(PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of _____
_____ with the above entity.
4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the City and ENGINEER, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated \$_____ per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures:_____
7. The undersigned has appropriated \$_____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:_____
8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

Authorized Signature

(Title)

STATE OF _____
COUNTY OF _____

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

Notary Public - State of _____
Print Name: _____
Commission No: _____

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Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 11
SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: _____
Authorized Representative Name and Title: _____
Address: _____ City: _____ State: _____ ZIP: _____
Phone Number: _____ Email Address: _____

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

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

CHOOSE ONE OF THE FOLLOWING

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

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

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

Certified By:

Signature of Contractor's Authorized Representative

Name

Title

Date

Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 12
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

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

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

Vendor's Company Name

Signature

Signatory's Name

Signatory's Title

SWORN ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

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

Notary Public

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

Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 13

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature of Contractor's Authorized
Representative

Name

Title

Date

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Attachment 14

CERTIFICATION BY BIDDER

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

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

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

NAME AND ADDRESS OF BIDDER (include ZIP Code): _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes [] No []

2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes [] No []

3. Bidder has filed all compliance reports due under applicable instructions.
Yes [] No []

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended?
Yes [] No []

Signed, sealed and delivered this _____ day of _____, 20____.

By: _____

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

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

Notary Public

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

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Disaster Debris Monitoring Services and Financial Recovery Management

**Attachment 15
PURCHASE ORDER CHANGES**

- A. The parties may make changes to the contract work, including additions or deletions, provided that such changes are within the general scope of the contract work. Any change affecting the contract price must be in writing and signed by both parties. The Contractor is not entitled to any increase in price or extension of time unless the contract is changed in accordance with this section.

- B. Either party may submit to the other a change proposal, which must identify any proposed changes in contract price or time, explain why the change is believed necessary, and cite to any applicable provision of the contract. Within a reasonable time, the party receiving the proposal shall respond in writing to the other party. If the parties agree to the change, they will execute an amendment to the contract changing its terms.

- C. Without invalidating the contract, the City may order additions, deletions, or revisions in the work, provided that such changes are within the general scope of the contract work. Such changes may be accomplished by a contract amendment, if the City Commission and Contractor have agreed as to the effect, if any, of the changes on contract price. If the parties cannot agree, the Contractor shall proceed with the work, or, in the case of a deletion, cease activities with respect to the deleted work, subject to the Contractor's right to claim for additional compensation or time. Any such claim must be made in writing within 14 days. Additional compensation will be limited to Contractor's actual cost of the work, plus reasonable profit and overhead. Nothing in this section shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the contract or governing laws and regulations.

Disaster Debris Monitoring Services and Financial Recovery Management

**Attachment 17
SANCTIONS AND PENALTIES**

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

Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 18

TERMINATION FOR CONVENIENCE

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

Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 19

MINIMUM QUALIFICATION REQUIREMENTS

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

1. Proposer's certification of meeting ALL the Solicitation's Minimum Qualification Requirements:

- a) Proposer's (Firm's) years in business shall equal or exceed 5 years.

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

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

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

License in the name of: _____ License # _____

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

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

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

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

Did you reference projects that demonstrate continuing work between the years of 2014 through 2017?

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

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

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

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

Project Description: _____ Owner: _____

Reason for failure to complete: _____

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

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

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

Project Description: _____ Owner: _____

Reason for default: _____

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

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

Project Description: _____ Owner: _____

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

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

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

Project Description: _____ Owner: _____

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

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

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

Project Description: _____ Owner: _____

Reason for debarment or suspension: _____

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REQUEST FOR PROPOSAL NO. 2025-02**

Disaster Debris Monitoring Services and Financial Recovery Management

2. EQUIPMENT LISTING:

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

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

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Disaster Debris Monitoring Services and Financial Recovery Management

3. SUBCONTRACTOR AFFIDAVIT

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

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

SUBMISSION OF SUBCONTRACTOR LIST – Upon request by the City, the apparent responsive and responsible Proposer, and any other Proposer so requested, shall submit a list of all Subcontractors to the City within seventy-two (72) hours.

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

4. DELIVERY:

Proposers shall indicate a delivery date, completion time for services, or completion timeframes if construction below. Failure to state delivery time or completion timeframes may be used as a basis for rejection of response. In the event deliveries or services are not made as specified to a City delivery point or project site, the Procurement Manager shall reserve the right to purchase any solicitation item from the next lowest Proposer.

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

5. RESPONSE TIME:

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

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

Disaster Debris Monitoring Services and Financial Recovery Management

**Attachment 20
FEDERAL NON-COLLUSION /LOBBYING CERTIFICATION**

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

NON-COLLUSION PROVISION CERTIFICATION

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

LOBBYING CERTIFICATION

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

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."

Witness

By: _____

(Printed Name)

(Title)

Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 21

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

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

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

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

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

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

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

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

The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of North Port. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of North Port, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

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

Company (Bidder) Name	Tax ID Number
	DUNS Number
Authorized Representative Name	Authorized Representative Signature

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02**

Disaster Debris Monitoring Services and Financial Recovery Management

Federal Issued Tax

DUNS Number

CAGE Code issued through

www.sam.gov

Identification Number

(If Social Security number DO NOT enter)

DATE: _____

Disaster Debris Monitoring Services and Financial Recovery Management

Attachment 22

ACKNOWLEDGEMENT OF TERMS, CONDITIONS, AND GRANT CLAUSES

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

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

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

Grant Conditions and Federal Provisions

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02**

Disaster Debris Monitoring Services and Financial Recovery Management

PROPOSAL SUBMITTAL SIGNATURE FORM

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

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

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

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

Company Name _____

Contact Name _____

Telephone #

E-Mail

Fax #

Main Office Address

City

State

Zip Code

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

Office Address

City

State

Zip Code

Telephone #

E-mail

Fax #

Name & Title of Firm Representative

Signature

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02*

Disaster Debris Monitoring Services and Financial Recovery Management

**STATEMENT OF ORGANIZATION
(Information Sheet for Transactions and Conveyances Corporation Identification)**

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

Name of Respondent:

DBA (if any):

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

Business Address:

Phone: _____ **Fax:**

E-Mail

Print Name and Title of person authorized to bind:

Federal Identification Number:

Signature:

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

(Please Check One)

Is this a Florida Corporation:

☐ Yes

or

☐ No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02**

Disaster Debris Monitoring Services and Financial Recovery Management

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

Is it in good standing: ☐ Yes or ☐ No

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

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

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Names of Officers:

President: _____

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As used in Florida):

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

Corporate Address:

Post Office Box:

City, State Zip:

Street Address:

City, State, Zip:

STATE OF _____

COUNTY OF _____

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02*

Disaster Debris Monitoring Services and Financial Recovery Management

Sworn to and subscribed before me this____ day of _____, 20____, by
_____who ☐ is personally known to me or ☐ has produced his/her driver's
license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

NOTARY SEAL:

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02**

Disaster Debris Monitoring Services and Financial Recovery Management

Scrutinized Company Certification Form

Company Name: _____

Authorized Representative Name and Title _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

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

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

CHOOSE ONE OF THE FOLLOWING

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

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

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

Certified By: _____

AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____ Date Certified: _____

State of _____ County of _____

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

Notary Public

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

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02
Disaster Debris Monitoring Services and Financial Recovery Management

MINIMUM QUALIFICATION REQUIREMENTS

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

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

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

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

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

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

Project Description: _____ Owner: _____

Reason for failure to complete: _____

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

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

Project Description: _____ Owner: _____

Reason for default: _____

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

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

Project Description: _____ Owner: _____

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02**

Disaster Debris Monitoring Services and Financial Recovery Management

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

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

Project Description: _____ Owner: _____

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

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

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

Project Description: _____ Owner: _____

Reason for debarment or suspension: _____

3. SUBCONTRACTOR AFFIDAVIT

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

- C. ☐ Percentage of Work/Services to be performed by Subcontractors: _____; or
D. ☐ ALL Work/Services to be performed by the Proposer.

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

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Disaster Debris Monitoring Services and Financial Recovery Management

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

EMERGENCY EVENT OPERATIONS:

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

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

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

4. PRICE SCHEDULE FORM:

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

* 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.

Disaster Debris Monitoring Services and Financial Recovery Management

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

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Disaster Debris Monitoring Services and Financial Recovery Management

CERTIFICATIONS AND REPRESENTATIONS
(GRANTFUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

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

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

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

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

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Disaster Debris Monitoring Services and Financial Recovery Management

ACKNOWLEDGEMENT OF TERMS, CONDITIONS, AND GRANT CLAUSES

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

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

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

Grant Conditions and Federal Provisions

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02

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

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

NON-COLLUSION PROVISION CERTIFICATION

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

LOBBYING CERTIFICATION

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

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.”

Witness

By: _____

(Printed Name)

(Title)

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Disaster Debris Monitoring Services and Financial Recovery Management

DISCLOSURE FORM
FOR
CONSULTANT/ENGINEER/ARCHITECT

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

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

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

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

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

***What does “financial interest” mean?**

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

****What does “other interest” mean?**

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

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ DATE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02
Disaster Debris Monitoring Services and Financial Recovery Management

PART VI

AGREEMENT #2025-02
NON-EXCLUSIVE DISASTER DEBRIS MONITORING SERVICES
AND FINANCIAL RECOVERY MANAGEMENT AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT (“Agreement”) is made and entered into this ____ day of ____ 2024, by and between the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the “City” and _____, a _____, hereinafter referred to as “Contractor.”

Whereas, the City issued Request for Proposals No. 2025-02 on _____ [insert date] seeking the services of one or more qualified firms to support and assist the City in its disaster debris monitoring services and financial recovery management services during an emergency disaster response (the “RFP”); and

Whereas, the Contractor timely submitted a proposal in response to the RFP (“Contractor’s Submittal Package”); and

Whereas, the City Commission, in session duly and publicly assembled, awarded the RFP to Contractor on _____ [insert date] (“Effective Date”).

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

1. SCOPE OF SERVICES

- A. Contractor agrees to diligently and timely perform services for the City relating to that certain Request for Proposals No. 2025-02 for DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY MANAGEMENT (the “RFP”). The overall services are described in Exhibit A (“Scope of Services”) and is incorporated herein. All defined terms in the RFP are incorporated by reference. All capitalized terms used in this Agreement which are not otherwise defined in this document shall have the meaning defined in the RFP.
- B. Pre-Event Agreement. The parties acknowledge that this is a pre-event agreement. In the event the City desires to utilize the services of the Contractor, the parties agree to negotiate and enter into a separate “Notice to Proceed” for each event project. The Notice To Proceed shall be on a

Disaster Debris Monitoring Services and Financial Recovery Management

form prepared by the City and shall include the specific scope of work, cost, and time of performance for each project.

- C. Contractor acknowledges and confirms that the City may engage multiple contractors and may designate primary and secondary contractor(s) to provide the services described in the RFP. Once designated, the City must give preference to the primary contractor when assigning the work to be provided in association with the City's clean up and recovery from a particular event. If the primary contractor is determined to be unable to perform by the City in its sole and absolute discretion, the City will proceed to authorize the secondary contractor(s) to provide services. Contractor has been designated the _____ [insert "Prime" or "Secondary"] contractor under this Agreement.
- D. The following exhibits are attached hereto and incorporated as if set forth fully herein:
1. Exhibit A – Scope of Services.
 2. Exhibit B – Price Schedule.
 3. Exhibit C – Supplemental FEMA provisions.
 4. Exhibit D – List of subcontractors.
 5. Exhibit E – Work Assignment/Notice to Proceed.
- E. **Incorporation of Request for Proposal No. 2025-01 Documents:** The Request for Proposal 2025-02 ("RFP") and all specifications, attachments, and addenda, and the Contractor's response to RFP, are specifically made a part of this Agreement and are incorporated herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:
- 1) First, this Agreement (Agreement No. 2025-02) approved by the City Commission and the Supplemental FEMA Provisions attached (including all exhibits);
 - 2) Second, the RFP , including all attachments and addenda;
 - 3) Third, the Contractor's Submittal; and
 - 4) Fourth, Any Work Assignment/Notice to Proceed.

2. RESPONSIBILITIES OF THE CONTRACTOR

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

The Contractor assumes full responsibility for acts, negligence, or omissions of all of its employees

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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 sub-contractor(s) as the Contractor shall hire, must conform to the provisions of this Agreement and the proposal documents and must incorporate in them the relevant portions of their subcontractor 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 the RFP including the specifications, addendums, and with the proposal submitted by the Contractor and on file with the City. The foregoing RFP, specifications, and proposal submitted by the Contractor, are hereby specifically made a part of this Agreement and are incorporated herein.
- C. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, Contractor must comply with all public records laws, and must specifically:
1. Keep and maintain public records required by the City to perform the Work under this Agreement.
 - 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.

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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 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 hfaust@northportfl.gov@cityofnorthport.com.

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

3. TERM

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

4. AUTHORIZATION OF STANDBY STATUS

- A. If the Primary Contractor is capable to provide the services as may be required and at rates agreeable to the City, the City will place it on standby at no cost to the City. Should the Primary Contractor be unable to meet any of the requirements, the City will contact the Secondary Contractor(s) to obtain their ability to meet the requirements. . If Contractor is unable to timely provide services under this Agreement, as determined by the City in its sole discretion, the City

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may have its secondary debris monitoring contractor provide the services. The contractor that is deemed by the City as most able to perform as required will be placed on standby.

- B. The City will issue a written notice for Contractor to be placed on Standby Status. The notice will include all services and commodities authorized by the City to be included during Standby Status. Standby Status must be provided at no cost to the City
- C. Following the declaration of a local, state, or federal disaster event, the City will issue a Work Order/Notice to Proceed to the primary and/or secondary contractor(s) identifying the services to be provided. The mobilization time for services and equipment must be in accordance with Scope of Services. The Work Order/Notice to Proceed will indicate the not-to-exceed amount for the services to be provided.

5. PRICE REQUIREMENTS

- A. Delivered Prices. Agreement prices are freight prepaid and allowed/destination. Agreement prices are inclusive of labor, equipment, transportation, freight, handling, delivery, surcharges, and any other incidental charges that may be required for the completion of work under this Agreement. The price schedule is defined in Exhibit B ("Price Schedule").
- B. Maximum Ceiling Unit Prices. The prices included in this Agreement are maximum ceiling unit prices. The unit price for an event will be negotiated between the City and Contractor after the event. Maximum ceiling unit prices that exceed the 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 discretion to continue the second and/or the third year price for the initial Agreement term. Additional consideration by the City may be given for extreme and unforeseen volatility in the marketplace as specified below.
 - 2. Price adjustments during the second and third year of the initial Agreement term are allowed but must not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request for price adjustment. This request becomes effective thirty (30) days from the date the notice was received by the City from the Contractor for all purchases and services ordered after the effective date.
 - 3. Equitable Adjustments. Equitable adjustment(s) are temporary due to the reason for the adjustment. All equitable adjustments must be evaluated by the City to determine if the reason for the adjustment remains valid, and approved by amendment to the Agreement. . When the reason for the adjustment is no longer valid the City will terminate the adjustment

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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.
- E. Price/Sales Tax. Unless otherwise specified herein, the unit prices herein do not include sales or use tax, if applicable.

6. INVOICING/PAYMENT TERMS

- A. Payment to the Contractor will be issued by the City's Finance Department in accordance with Florida Statutes, Chapter 218, the Local Government Prompt Payment Act upon receipt of the Contractor's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Agreement. The Contractor must submit an invoice for payment to the City for those specific tasks that were completed during the invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City based on the percentage of the amount for those specific services. The Contractor's invoices must be in a form satisfactory to the City's Finance Department, who will initiate disbursements.
- B. Invoices for payment shall be submitted on a regular basis and for no more than a thirty (30) day period.
- C. The Purchase Order number must appear on all invoices. Invoices must be detailed and annotate the services provided, unit prices, extended prices, and correlate to and include the following:
1. Supporting documentation and invoices for services performed or goods furnished by the Contractor; and
 2. Copies of all sub-contractor invoices and contracts between the Contractor and sub-contractors.

7. WARRANTY/GUARANTEES

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- 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 the intent 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 the RFP and this Agreement.

8. CHANGE ORDER/AMENDMENTS TO AGREEMENT

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

9. INSURANCE

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

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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 thru other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any sub-contractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible.
- C. **POLICY FORM:**
1. All policies required by this Agreement, with the exception of Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insureds as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor agrees to

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- 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 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.

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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, UNDER THIS AGREEMENT. THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY AS TO ANY THIRD PARTIES NOR CONSENT BY THE CITY OR ANY OF ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. THE CITY SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY SHALL PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
- C. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, LIMITATIONS, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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- 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. 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. NONDISCRIMINATION:

The City does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in the administration of its programs, activities, or services. The Contractor must not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

13. SCRUTINIZED COMPANIES:

- A. Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. Requirements. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the City, that all of the following are true:
 - (1) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - (2) The Contractor is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
 - (3) The Contractor is not engaged in business operations in Cuba or Syria.
- C. Termination. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate this Contract.

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D. Penalty.

- (1) A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of this Contract, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and
- (2) Will be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

14. NOTICES

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

As to CITY:

Road and Drainage Manager
City of North Port Public Works Department
1100 N. Chamberlain Blvd.
North Port, Florida 34286
Tel: 941-240-8090
Fax: 941-240-8063
With required electronic copy to : gwoods@northportfl.gov

**With copies of Notices
And Demands to:**

City of North Port, Florida
City Attorney's Office
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941-429-7260
With required electronic copy to: CityAttorney@northportfl.gov

As to Contractor:

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

- 15. 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

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proceedings, at both trial and appellate levels, and in all proceedings including hearings and matters to determine entitlement to fees and reasonableness of amount.

16. GOVERNING LAW, VENUE, AND SEVERABILITY:

- A. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. 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.
- B. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, such provision shall be deemed separate and severable and the remaining provisions shall be valid and binding upon the parties.

17. 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.

18. 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.

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IN WITNESS WHEREOF, the parties have executed the agreement on the date provided below.

CONTRACTOR

_____ [insert contractor name]

Printed Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

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

Notary Public

___ Personally Known OR ___ Produced Identification

Type of Identification Produced _____

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

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL GOLEN, CMP
INTERIM CITY ATTORNEY

CITY OF NORTH PORT
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EXHIBIT__

FEDERAL COMPLIANCE REQUIREMENTS

Contractor must comply with the Federal requirements as they apply for **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS** and all applicable Federal requirements for this RFP. The Contract may be funded in whole or in part with federal funds and as such, any resulting contract shall be subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II, and as otherwise may be listed herein. Should there be any conflict between the provisions contained in the solicitation or any resulting agreement the applicable federal requirements shall prevail.

1. FEDERAL FUNDING

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

2. RECIPIENTS AND SUBCONTRACTS

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

3. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

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

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

4. ENERGY POLICY AND CONSERVATION ACT

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

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

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

Affirmative steps must include:

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

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Agency of the Department of Commerce.

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

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

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

1. "Registered in the System for Award Management (SAM) database" means that:
 - a. The Contractor has entered all mandatory information, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
 - b. The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
 - c. The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - d. The Government has marked the record "Active."
2. "System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes:
 - a. Data collected from prospective Federal awardees required for the conduct of business with the Government;
 - b. Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and iii. Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

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- O. Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.
- P. If the Contractor does not become registered in the SAM database in the time prescribed in this solicitation, the City will proceed to award to the next lowest responsive and responsible registered Contractor.
- Q. Processing time, which normally takes 48 hours, should be taken into consideration when registering in the SAM database. Contractors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- R. By submission of a Proposal, the Contractor acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.
- S. 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.
- T. 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.
- U. 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.

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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.

- V. The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the Contract. The Contractor shall communicate any change to the DUNS number to the City within thirty (30) days after the change, so an appropriate modification can be issued to update the data on the Contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted.
- W. The bidder shall enter, on the Bidder's response, the DUNS or DUNS +4 number that identifies the bidder's name and address exactly as stated in the bid. The DUNS number will be used by the Procurement Office to verify that the bidder is registered in the SAM database.

i) If the bidder does not have a DUNS number, it should contact D&B directly to obtain one.

(1) A bidder may obtain a DUNS number as follows:

- (a) Via the Internet at <http://fedgov.dnb.com/webform>, or if the Contractor 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 Contractor should indicate that it is a Contractor for a U.S. Government contract when contacting the local D&B office.

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

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

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

7. RECORDS RETENTION

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

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

8. FEDERAL EQUAL OPPORTUNITY LAWS

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

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

9. RESTRICTION ON ALL PUBLIC WORKS PROJECTS

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

10. DRUG-FREE WORKPLACE REQUIREMENTS

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

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11. BUILD AMERICA, BUY AMERICA ACT

This agreement may be for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 116-260. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

12. ADA REQUIREMENTS

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

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

13. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes (F.S.), prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to sections 215.473 and 215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. In accordance with section 287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14. DISPUTE RESOLUTION

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

1. To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.
2. In the event of a dispute or claim arising out of this agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

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3. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.
4. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.
5. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
6. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
7. Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

15. TEXT MESSAGING

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

16. SEAT BELT POLICY

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

17. Title VI of the Civil Rights Act of 1964

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

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

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19. REMEDIES

- A. In the event the Contractor violates, breaches, fails to satisfactorily perform, or has failed to adhere to the terms and conditions under this Agreement, the City may, upon 15 calendar days written notice to the Contractor, and upon the Contractor's failure to cure within fifteen (15) calendar days after receipt of the notice, exercise any one or more of the following remedies, either exclusively, concurrently, or consecutively:
 - 1. Request additional information from the Contractor to determine the reasons for or the extent of breach, non-compliance, or lack of performance.
 - 2. Issue Contractor a written warning to advise that more serious measures may be taken if the situation is not corrected.
 - 3. Advise the Contractor to suspend, discontinue or refrain from incurring additional costs for any activities in question.
 - 4. Require the Contractor to reimburse the City for the amount of costs incurred for any items determined to be ineligible.
 - 5. Withhold or suspend payment of all or any part of a request for payment.
 - 6. Require that the Contractor refund to the City any monies used for ineligible purposes under the terms of the Contract, or the laws, rules and regulations governing the use of these funds.
 - 7. Terminate all or part of the Contract.
- B. Unless otherwise provided by the Contract, all claims, counterclaims, disputes, and other matters in question between the City and the Contractor arising out of or relating to the Contract between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in Sarasota County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Tampa Division. Neither the pendency of a dispute nor its consideration by the City's contract manager will excuse the Contractor from full and timely performance in accordance with the terms of the Contract.
- C. Pursuing any of the above remedies will not prohibit the City from pursuing any other rights or remedies, which may otherwise be available under law or in equity. If the City waives any right or remedy in this Contract or fails to insist on strict performance by the Contractor, it will not affect, extend, or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other act or omission by the Contractor.
- D. If unresolvable differences or controversies arise between the City and the Contractor regarding the terms or requirements of either party under this Contract, that cannot be resolved by mutual agreement of the parties, the Contractor may submit a written request to the City Manager for a final decision concerning the controversy.

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

20. TERMINATION AND DEFAULT:

Upon termination of the Agreement the Contractor shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract.

- A. **Funding in Subsequent Fiscal Years:** The parties acknowledge and agree that the obligations of City to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, and since funds have not yet been appropriated for the undertakings contemplated herein, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Agreement shall not constitute an indebtedness of City, nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the City and the Contractor that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commissioners. If funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.
- B. If the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- C. The Contractor shall have the right to terminate the Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

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- D. The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- K. In the event Contractor breaches this Contract, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:
1. The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
 2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
 3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 5. Claims made, or likely to be made, against the City or its property;
 6. Loss caused by the Contractor;
 7. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
 8. Violation of any local, state, or federal law in the performance of this Contract shall constitute a material breach of this Contract.
 9. If the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.
- L. Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

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

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

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

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

21. EQUAL EMPLOYMENT OPPORTUNITY

- A. During the Performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

 - 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Title VI of the Civil Rights Act of 1964 and implementing regulations thereof, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering

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- agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
10. The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
11. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- B. Subcontracts: Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

22. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

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

22.1 DAVIS BACON ACT:

- A. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- B. Contractor shall pay wages not less than once a week.

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- C. If applicable, the City has placed a copy of the current prevailing wage determination issued by the Department of Labor in the underlying solicitation for this Contract. The decision to award this Contract or any subcontract shall be conditioned upon the acceptance of the provided wage determination. The City shall report all suspected or reported violations to the Federal awarding agency.

22.2 COPELAND ANTI-KICKBACK ACT:

- A. Compliance with the Copeland "Anti-Kickback" Act.
1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, which are incorporated by reference into this Contract.
 2. Subcontracts. The Contractor, or subcontractor, shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 3. Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

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- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City may, upon its own action or must upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor. The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. The Department of Labor has priority to funds withheld or to be withheld in accordance with this paragraph over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- A. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- B. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

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- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

25. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

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

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

A. Definitions

1. Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321et seq.).
2. Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.

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

B. Allocation of Principal Rights

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

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

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

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

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

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

1. The Contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
2. The Contractor will elect in writing whether to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

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

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

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

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

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

F. Contractor Action to Protect the Government's Interest

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

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

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

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

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

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

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

G. Subcontracts

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

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H. Reporting on Utilization of Subject Inventions

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

I. Preference for United States Industry

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

J. March-in Rights

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

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

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K. Special Provisions for Contracts with Nonprofit Organizations

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

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
2. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

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

3. After payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, the balance of any royalties or income earned and retained by the contractor during any fiscal year on subject inventions under this or any successor contract containing the same requirement, up to any amount equal to five percent of the budget of the facility for that fiscal year, shall be used by the contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility. If the balance exceeds five percent, 75 percent of the excess above five percent shall be paid by the contractor to the Treasury of the United States and the remaining 25 percent shall be used by the contractor only for the same purposes as described above. To the extent it provides the most effective technology transfer, the licensing of subject inventions shall be administered by contractor employees on location at the facility.
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph K.4.

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- L. COMMUNICATION- For all matters relating to the clause above, Contractor shall communicate with the City's Public Information Officer (PIO) or Communications Manager at 941-429-7077.
- Y. COPYRIGHTS - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

27. CLEAN AIR ACT

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Department of Health or Florida Department of Business and Professional Responsibility, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

28. FEDERAL WATER POLLUTION CONTROL ACT

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

29. DEBARMENT AND SUSPENSION

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, because it is a contract for goods or services that includes the below listed items. As such the Contractor shall verify that neither the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are "excluded," as defined at 2 C.F.R. § 180.940, or "disqualified," as defined at 2 C.F.R. § 180.935 because:
 - 1. The Contract is awarded by the City in the amount of at least \$25,000.
 - 2. The Contract requires the approval of FEMA, regardless of amount.

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3. The Contract is for federally required audit services; or
 4. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- B. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - E. The Contractor shall have completed the Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions Form, and returned it to the City with their Proposal.
 - F. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

31. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

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1. Competitively within a timeframe providing for compliance with the Contract performance schedule; or
 2. Meeting Contract performance requirements; or
 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C § 6962).

32. ACCESS TO RECORDS

- A. Access to Records.
1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
 4. Such records will be maintained for five (5) years after the completion of the work done under the Contract and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period. The City retains a firm, which annually audits records; should records be required within that period, Contractor will be notified in writing.
- B. Federal Records Requirements: If applicable, records retention and access to records shall comply with the Federal Highway Administration and the Office of the Inspector General.

33. DHS SEAL, LOGO, AND FLAGS

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

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

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

35. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this Contract.

36. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

37. FDOT ROADWAY SAFETY REQUIREMENTS

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

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

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

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

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

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

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

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- agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower tier subcontractor, or service provider.
2. 23 CFR 635.410, Buy America Requirements
 3. 49 CFR Part 26, Disadvantage Business Enterprise Program
 4. American with Disabilities Act of 1990 (ADA)
 5. Convict Labor Prohibition
- B. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
1. Disaster related purchases shall never be comingled with regular invoices.
 2. All disaster invoices shall include the location where delivered or where used, if appropriate.
- C. All of Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
1. Time cards.
 2. Daily work reports for every employee, by each separate FEMA category of work.
 3. Daily equipment uses, by each separate FEMA category of work.
 4. List of all supplies and materials used, by each separate FEMA category of work.
 5. Includes both prime and sub-contractors.
- D. All work must be properly grouped according to FEMA damage categories as specified and applicable in the contract.
- C. FHWA-ER Program contract requirements are subject to any changes provided by FHWA, FEMA or Federal Government Regulations during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

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40. TIME AND MATERIAL CONTRACTS, IF REQUIRED

- A. As may be necessary under this Agreement, whenever Time and Materials contracts for any tasks are required, the following requirements shall apply:
1. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.
 2. In accordance with 2 CFR §200.318(j)
 - (a) All Time and Materials contracts must have a not-to-exceed ceiling price, which the Contractor exceeds at their own risk.
 - (b) The not-to-exceed ceiling prices is inclusive of:
 - (i) Actual cost of material, rentals, subcontracted or sublet service
 - (ii) Direct labor hours based on the Contract Rate Schedule, which is inclusive of all general, burden and administrative expenses and profit.
 - (c) All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third-party monitoring firm.
 - (d) All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

41. DOMESTIC PREFERENCES FOR PROCUREMENTS (200.322)

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

For purposes of this section:

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

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

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

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

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as

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defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

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

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

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

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

(c) Exceptions.

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

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

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

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

(i) Covered telecommunications equipment or services that:

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

ii. Are *not used* as critical technology of any system.

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

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(d) Reporting requirement.

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

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

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

Section 2: Domestic Preference for Procurements

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

For purposes of this clause:

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

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

Section 3: Equal Employment Opportunity

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

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

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

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

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

(b) Unless exempted in 41 C.F.R. Part 60, the following terms apply, and during the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

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employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 4: Davis-Bacon Act

(a) This section applies when required by federal program legislation for prime construction contracts over \$2,000. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit

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Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the Public Assistance program. Where this section applies:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice,

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trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered

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worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

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(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits,

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trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm

Disaster Debris Monitoring Services and Financial Recovery Management

ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

Section 5: Copeland Anti-Kickback Act

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

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

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

(d) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 6: Contract Work Hours and Safety Standards Act

(a) This section applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(b) Where this section applies:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

Disaster Debris Monitoring Services and Financial Recovery Management

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

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

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

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

Section 7: Clean Air and Water

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

(b) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the

Disaster Debris Monitoring Services and Financial Recovery Management

appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(c) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Section 8: Suspension and Debarment

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

(b) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Section 9: Byrd Anti-Lobbying Amendment

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

Section 10: Procurement of Recovered Materials

Disaster Debris Monitoring Services and Financial Recovery Management

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

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

meeting contract performance requirements; or

at a reasonable price.

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

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

Section 11: Access to Records

(a) The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

Section 12: DHS Seal, Logo, and Flags

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

Section 13: Compliance with Federal Law

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

Disaster Debris Monitoring Services and Financial Recovery Management

Section 14: No Obligation of Federal Government

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

Section 15: False Claims

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

Section 16: Subcontract Socioeconomic Steps

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

Section 17: Copyright and Data Rights

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

Section 18: Patent Rights

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

END OF FEDERAL COMPLIANCE REQUIREMENTS

Disaster Debris Monitoring Services and Financial Recovery Management

EXHIBIT _____

CITY WORK ASSIGNMENT FORM/NOTICE TO PROCEED

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02

Disaster Debris Monitoring Services and Financial Recovery Management



City of North Port
PURCHASING
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



WORK ASSIGNMENT

☐ Change Order ☐ Amendment

CONSULTANT: _____

CONTINUING CONTRACT NO. & TITLE: _____

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #: _____

SHORT TITLE: _____

DATE SUBMITTED: _____

AMOUNT (LUMP SUM): _____

SCHEDULED COMPLETION: _____

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20____

DEPARTMENT

TOTAL OF PREVIOUS ASSIGNMENTS _____

THIS WORK ASSIGNMENT _____

TOTAL WORK ASSIGNMENTS _____

ACCOUNT NO/PROJECT NO _____

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. All associated supporting documentation and justification for this Work Assignment Change Order/Amendment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS TOTAL WORK ASSIGNMENT, INCLUDING CHANGE ORDERS AND/OR AMENDMENTS SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$4,000,000 PER FLORIDA STATUTE 287.055 AS AMENDED.

Disaster Debris Monitoring Services and Financial Recovery Management



CITY OF NORTH PORT
CHANGE ORDER/CONTRACT AMENDMENT FORM

WA #: _____

CO#: _____ Amendment #: _____

City's Contract No.: _____ Project Manager/Engineer: _____

Project Name: _____

Description:

Purpose of Change Order:

Attachments (provide documents below from Consultant supporting change):

☐

Attachment A - Fee Schedule with contracted hourly rates/number of hours breakdown

☐

Attachment B - Consultants written scope/quote (for this work assignment)

☐

Attachment C - Supporting documentation (includes time extensions if requested)

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02

Disaster Debris Monitoring Services and Financial Recovery Management

CHANGE IN CONTRACT PRICE				CONTINGENCY FUNDS	
Original Contract Amount:				Use of Contingency Funds?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Previous	Amendment/ Change Orders:	#	to #	Original Contingency Amount:	
		#	to #		
Approved Amount: Amendments/Change Orders		Amend		Approved Use of Contingency Amount:	
		CO			
Current Contract Price:				Increase/(Decrease):	
This Change Add/(Deduct):					
Total Contract Amount w/this change (pending approval):				Contingency Balance:	

CHANGE IN CONTRACT TIME				
Please fill in the Initial & Final Dates and Days of the original contract and the Dates and Difference (days) for each subsequent change order.				
Initial Date	Final Date	Days/Difference (days)*	Action	Basic Description
Enter dates & number of days in Cells Below			Add Action and Description in Cells Below	
			Original	Initial Execution
Total Days*				
* Calendar days (not working days)				

SIGNATURES ON NEXT PAGE

Disaster Debris Monitoring Services and Financial Recovery Management

By: _____ Date _____
City POC/Project Manager

By: _____
Budget Administrator Date

By: _____
Finance Director Date

By: _____
City Manager Date

By: _____
City Attorney (If applicable) Date

END OF PART VI

Disaster Debris Monitoring Services and Financial Recovery Management

Part VII



FEDERAL CONDITIONS

Adherence to State Energy Conservation Plan (All contracts)

The successful bidder shall recognize and adhere to mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

Access to Records (All contracts)

All books, documents, papers, information and records related to this contract shall be made available to City of North Port, the State of Florida, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, upon request, at any time during normal business hours, as often as deemed necessary, for auditing and monitoring purposes, and such records shall be subject to examination, copying, excerpting and transcription. This right of access to records also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents and information. Additionally, this right of access is not limited to the term of this contract or the record retention period indicated herein, but last as long as the contractor retains the records. Failure of the contractor to comply with this paragraph constitutes a violation of this contract and may result in the withholding of future payments, demand for contractor's repayment of funds, termination of this contract, or any other available remedies at law or in equity.

Records Retention (All contracts)

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

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

The contractor shall retain all records, supporting documents, statistical records, and all other documents and information pertinent to this contract for the longer of: a period of 5 years from the date of submission of City of North Port's final expenditure report to the U.S Treasury regarding the moneys paid to contractor from federal funds, or, if there is litigation, claims, audit, negotiation or other actions related to the these funds during said 5-year period, until completion of the action and final resolution of all issues which arise from it. Records for activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) or the change of use provisions at 24 CFR 570.505 must be maintained for 3 years after those provisions no longer apply.

Federal Equal Opportunity Laws (All contracts)

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

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02

Disaster Debris Monitoring Services and Financial Recovery Management

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

Data Universal Numberings (All contracts)

All contractors participating in this project must have a Data Universal Numbering System (DUNS) number and be registered on the federal System for Award Management (SAM) at sam.gov.

Restriction on all Public Works Projects (All contracts)

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

Drug-Free Workplace Requirements (All contracts)

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

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR 200.216; Public Law 115-232, Section 889; 2 CFR 200.471) (All contracts)

Funds under this agreement shall not be used to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an

Disaster Debris Monitoring Services and Financial Recovery Management

entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also 2 CFR 200.471.

Disaster Debris Monitoring Services and Financial Recovery Management

Build America, Buy America Act (All contracts)

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

Contracting with small and minority businesses, women’s business enterprise, and labor surplus area firms (2 CFR 200.321) (All contracts)

The Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- (e) Using 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; and,
- (f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) — (e) above.

ADA Requirements (All contracts)

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

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

Scrutinized Companies (All contracts)

Section 287.135, Florida Statutes (F.S.), prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to sections 215.473 and 215.4725, F.S. Contractor certifies that it is not

Disaster Debris Monitoring Services and Financial Recovery Management

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

Program Fraud and False or Fraudulent Statements or Related Acts (All contracts)

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

Dispute Resolution (All contracts)

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

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

Termination

(Include provisions meeting the requirements below and SUBRECIPIENT's Uniform Guidance-compliant standard procurement/contracting methods in all contracts in excess of \$10,000.)

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Procurement of Recovered Material (2 CFR 200.323) (All contracts over \$10,000)

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must and agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items

Disaster Debris Monitoring Services and Financial Recovery Management

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Debarment and Suspension (Executive Orders 12549 and 12689) (All contracts over \$25,000)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System 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." The Excluded Parties List System in SAM 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.

Equal Employment Opportunity (All contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3)

The Bidder agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p.339) as amended by Executive Order 11375 of October 13, 1967, entitled "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, entitled "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), the most current version of which is excerpted below:

41 C.F.R. Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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, 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 provisions shall not apply to instance in which an employee who has access to the compensation information of other employees or applicants as a part of such

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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 the furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractors' legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (All contracts over \$100,000)

Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must 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

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Contract, grant or 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 obtaining any Federal award.

Contract Work Hours and Safety Standards (All contracts over \$100,000)

The contractor shall comply with 40 USC 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR, Part 5). Under 40 USC 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of that standard work week is permissible provided that the worker is compensated at a rate of not less than one and half times (1.5) the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. (This requirement applies to time spent on federally assisted contracts only.)

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

These requirements not apply to the purchases of supplies or materials or articles ordinarily available on the open mark, or contracts for transportation or transmission of intelligence.

29 C.F.R. 5.5(b) provides:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) 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 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

Clean Air and Water Act (All contracts over \$150,000)

The contract and contractor must comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA).

Bonding (All contracts over \$150,000)

Contractor must meet the following minimum requirements:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Remedies for Violation or Breach of Contract Terms (All contracts over \$250,000)

(Include provisions meeting the requirements below and SUBRECIPIENT’s Uniform Guidance-compliant standard procurement/contracting methods in all contracts for more than the simplified acquisition threshold, currently set at \$250,000.)

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Davis-Bacon Requirements (All construction contracts over \$2,000)

The contractor shall comply with the Davis-Bacon Act, as amended (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.

“The City encourages recipients Contractors to use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects, but also to support the economic recovery through strong employment opportunities for workers.”

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Copeland "Anti-Kickback Act" (All construction contracts over \$2,000)

The contractor shall comply with the Copeland "Anti-Kickback" Act (40 USC 3145) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Sarasota County shall report all suspected or reported violations to the U.S. Dept. of Housing and Urban Development.

Title VI of the Civil Rights Act of 1964

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

Text Messaging

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

Seat Belt Policy

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

Duty of Disclosure

Prior to execution of the contract, Contractor and all Subcontractors must disclose a written statement to the City all recently closed (within the last year) or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving the Contractor (and each subcontractor). Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence. The Contractor shall promptly notify the City of any Proceeding relating to or affecting the Contractors or subcontractor's business. If the existence of such Proceeding causes the City concern about the Contractor's ability or willingness to perform this Agreement, then upon the City's request, Grantee shall provide to the City's Agreement Manager all reasonable assurances that: (i) Contractor will be able to perform this Contract in accordance with its terms and conditions; and (ii) Contractor/Subcontractor(s) have not and will not engage in conduct in performing services for the City which is similar in nature to the conduct alleged in such Proceeding.

END OF PART VII

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PART VIII



FEMA PROVISIONS

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

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

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

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

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

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

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

(c) *Exceptions.*

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

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

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

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

(i) Covered telecommunications equipment or services that:

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

ii. Are *not used* as critical technology of any system.

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

(d) Reporting requirement.

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

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

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

Section 2: Build America, Buy America Act

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

Section 3: Equal Employment Opportunity

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

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

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

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

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

(b) Unless exempted in 41 C.F.R. Part 60, the following terms apply, and during the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or 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.

Section 4: Davis-Bacon Act

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

(1) Minimum wages.

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

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or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

and

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

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

(3) Payrolls and basic records.

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

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the

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

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

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

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

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

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

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

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit

Disaster Debris Monitoring Services and Financial Recovery Management

the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program

Disaster Debris Monitoring Services and Financial Recovery Management

associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

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

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

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

Section 5: Copeland Anti-Kickback Act

Disaster Debris Monitoring Services and Financial Recovery Management

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

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

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

(d) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 6: Contract Work Hours and Safety Standards Act

(a) This section applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(b) Where this section applies:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the

Disaster Debris Monitoring Services and Financial Recovery Management

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

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

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

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

Section 7: Clean Air and Water

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

(b) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(c) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Section 8: Suspension and Debarment

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

Disaster Debris Monitoring Services and Financial Recovery Management

(b) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Section 9: Byrd Anti-Lobbying Amendment

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

Section 10: Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

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

meeting contract performance requirements; or

at a reasonable price.

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

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

Section 11: Access to Records

(a) The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

Disaster Debris Monitoring Services and Financial Recovery Management

Section 12: DHS Seal, Logo, and Flags

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

Section 13: Compliance with Federal Law

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

Section 14: No Obligation of Federal Government

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

Section 15: False Claims

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

Section 16: Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Section 17: Copyright and Data Rights

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

Disaster Debris Monitoring Services and Financial Recovery Management

Section 18: Patent Rights

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

END OF PART VII

CITY WORK ASSIGNMENT FORM/NOTICE TO PROCEED

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02

Disaster Debris Monitoring Services and Financial Recovery Management



City of North Port
PURCHASING
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



WORK ASSIGNMENT

☐ Change Order ☐ Amendment

CONSULTANT: _____

CONTINUING CONTRACT NO. & TITLE: _____

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #: _____

SHORT TITLE: _____

DATE SUBMITTED: _____

AMOUNT (LUMP SUM): _____

SCHEDULED COMPLETION: _____

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20____

DEPARTMENT

TOTAL OF PREVIOUS ASSIGNMENTS _____

THIS WORK ASSIGNMENT _____

TOTAL WORK ASSIGNMENTS _____

ACCOUNT NO/PROJECT NO _____

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. All associated supporting documentation and justification for this Work Assignment Change Order/Amendment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS TOTAL WORK ASSIGNMENT, INCLUDING CHANGE ORDERS AND/OR AMENDMENTS SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$4,000,000 PER FLORIDA STATUTE 287.055 AS AMENDED.

Disaster Debris Monitoring Services and Financial Recovery Management



CITY OF NORTH PORT
CHANGE ORDER/CONTRACT AMENDMENT FORM

WA #: _____

CO#: _____ Amendment #: _____

City's Contract No.: _____ Project Manager/Engineer: _____

Project Name: _____

Description:

Purpose of Change Order:

Attachments (provide documents below from Consultant supporting change):

☐

Attachment A - Fee Schedule with contracted hourly rates/number of hours breakdown

☐

Attachment B - Consultants written scope/quote (for this work assignment)

☐

Attachment C - Supporting documentation (includes time extensions if requested)

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02

Disaster Debris Monitoring Services and Financial Recovery Management

CHANGE IN CONTRACT PRICE				CONTINGENCY FUNDS	
Original Contract Amount:				Use of Contingency Funds?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Previous	Amendment/ Change Orders:	#	to #	Original Contingency Amount:	
		#	to #		
Approved Amount: Amendments/Change Orders		Amend		Approved Use of Contingency Amount:	
		CO			
Current Contract Price:				Increase/(Decrease):	
This Change Add/(Deduct):					
Total Contract Amount w/this change (pending approval):				Contingency Balance:	

CHANGE IN CONTRACT TIME				
Please fill in the Initial & Final Dates and Days of the original contract and the Dates and Difference (days) for each subsequent change order.				
Initial Date	Final Date	Days/Difference (days)*	Action	Basic Description
Enter dates & number of days in Cells Below			Add Action and Description in Cells Below	
			Original	Initial Execution
Total Days*				
* Calendar days (not working days)				

SIGNATURES ON NEXT PAGE

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-02

Disaster Debris Monitoring Services and Financial Recovery Management

RECOMMENDED BY:

By: _____
Consultant Date

By: _____
City POC/Project Manager Date

APPROVED BY:

By: _____
Department Director Date

By: _____
Budget Administrator Date

By: _____
Purchasing Date

By: _____
Finance Director Date

By: _____
Assistant City Manager Date

By: _____
City Manager Date

By: _____
City Clerk (If applicable) Date

By: _____
City Attorney (If applicable) Date