

TOWN OF SURFSIDE
REQUEST FOR PROPOSALS (RFP)



RFP No. 2022-01

DISASTER DEBRIS MONITORING SERVICES

The Town of Surfside Commission:

Mayor Charles W. Burkett
Vice Mayor Tina Paul
Commissioner Charles Kesl
Commissioner Elianna Salzhauer
Commissioner Nelly Velasquez

Town of Surfside
9293 Harding Ave
Surfside, Florida 33154

ISSUE DATE: FRIDAY, DECEMBER 3, 2021
PROPOSAL OPENING DATE: THURSDAY, JANUARY 27, 2022
PROPOSAL OPENING TIME: 2:00 P.M.



PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP) No. 2022-01

DISASTER DEBRIS MONITORING SERVICES

NOTICE IS HEREBY GIVEN that the Town of Surfside (“Town”) is soliciting proposals for Disaster Debris Monitoring Services, generally consisting of oversight and management of the Town’s debris recovery contractors and the provision of assistance to the Town in the submission of applications for public assistance to the Federal Emergency Management Agency (“FEMA”), the Florida Division of Emergency Management (“FDEM”), and other relevant governmental entities. Interested entities (“Proposer(s)”) may pick-up a copy of the Request for Proposals (“RFP”) No. 2022-01 from the Town Clerk’s Office, Town Hall, 9293 Harding Avenue, Second Floor, Surfside, Florida, 33154, or may download it from the Town’s website at www.townofsurfside.fl.gov. The RFP contains detailed and specific information about the scope of services, submission requirements, and evaluation and selection procedures.

One (1) original, five (5) hard copies, and one (1) electronic copy on a USB drive of the completed and executed qualifications must be delivered no later than **Thursday, January 27, 2022 at 2:00 PM** (“Submission Deadline”), to the following address:

**Town of Surfside Town Hall
Town Clerk’s Office
9293 Harding Avenue
Surfside, Florida, 33154.**

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager or his designee.

The envelope containing the sealed Proposal must be clearly marked as follows:

**“SEALED PROPOSAL
RFP NO. 2022-01
DISASTER DEBRIS MONITORING SERVICES**

**OPENING DATE AND TIME/SUBMISSION DEADLINE: THURSDAY, JANUARY 27,
2022 AT 2:00PM**

A **Pre-Proposal Submission Conference** is scheduled for **Thursday, January 6, 2022 at 10:30 AM** via Zoom. All Proposers planning to submit qualifications are encouraged to attend this meeting. Virtual participation by zoom meeting may be available and will be noticed by the Town Clerk.

All persons attending the pre-submission conference may ask questions or seek clarification regarding this RFP via the procedures outlined below. Any questions or clarifications concerning the proposal specifications must be received by Sandra McCreedy, M.M.C. Town Clerk, no later than **5:00 PM, Friday, January 21, 2022**. Any questions regarding RFP No. 2022-01 are to be submitted either in writing directly to Sandra McCreedy, Town Clerk, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154, or via email to: smccreedy@townofsurfsidefl.gov. Any questions received by the Clerk after the stated deadline will be disregarded. All questions received by the Clerk prior to the stated deadline shall be answered via an Addendum to this RFP and circulated to all registered Proposers.

The Town intends to enter into agreement(s) with one or more qualified and successful Proposers to provide the Services.

The Town reserves the right to cancel this solicitation, award any or all of the services requested, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the Town.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 3-17 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular request for qualifications ("RFP") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town commissioners, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee. Please contact the Town Clerk and/or Town Attorney with any questions on the Cone of Silence.

Date Issued: Friday, December 3, 2021

**REQUEST FOR PROPOSALS
RFP NO. 2022-01
DISASTER DEBRIS MONITORING SERVICES**

GENERAL INFORMATION

A. SCOPE OF SERVICES:

The Town of Surfside, Florida, (the “Town”) is requesting sealed Proposals from qualified firms to provide Disaster Debris Monitoring Services (the “Services” or “Project”), generally consisting of oversight and management of the Town’s debris recovery contractors and the provision of assistance to the Town in the submission of applications for public assistance to the Federal Emergency Management Agency (“FEMA”), the Florida Division of Emergency Management (“FDEM”), and other relevant governmental entities. A more detailed Scope of Services is provided in Section 3 of this RFP. The Town reserves the right to accept and award any or all of the Services to multiple firms on a non-exclusive basis.

B. PROPOSAL DUE DATE:

Sealed Proposals should be submitted to the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154, by **2:00 p.m. EST, January 27, 2022** (the “Submission Deadline”), at which time all Proposals will be publicly opened.

Proposals must be labeled, addressed and delivered as follows:

RFP No. 2022-01 Disaster Debris Monitoring Services
Office of the Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

C. PRE-PROPOSAL CONFERENCE AND SITE(S) VISIT.

A pre-proposal conference, will be held at 10:30a.m. on **Thursday, January 6, 2021 at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida.** The meeting is not mandatory, but Proposers planning to submit proposals are encouraged to attend this meeting. All persons attending the pre-submission conference will receive the answers to all questions asked or submitted.

Prior to submitting a proposal, each proposer is required to visit the sites or service areas and become familiar with the Town and any conditions that may, in any manner, affect the Services to be performed by Contractor or affect the equipment, materials and labor required. The Proposer is also required to examine carefully the Specifications set forth in Section 3 of this RFP and be thoroughly informed regarding any requirements or conditions that may in any manner affect the Services to be performed under the Agreement. No allowances will be made because of lack of knowledge of any conditions or requirements.

D. Questions or Requests for Interpretations and Clarifications concerning this RFP should be directed via email to:

Sandra McCready, MMC
Town Clerk

Email: smccready@townofsurfsidefl.gov

Material issues to this RFP that are brought to the attention of the Town will be responded via Addenda and sent via email to all firms who have received copies of the RFP and registered with the Town.

E. In order to facilitate review of the proposals, each proposer must submit one (1) original, five (5) additional copies, and one (1) electronic copy on a USB drive of the proposal in response to this RFP, on or before the Submission Deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE TOWN IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Town's regular business hours, Monday through Friday, excluding holidays observed by the Town, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Town as constituting an offer by the Proposer to perform the required Services, upon the terms and at the prices stated by the Proposer.

F. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Agreement Shall refer to the Agreement for Disaster Debris Monitoring Services that may result from this Request for Proposals. A form of Agreement is attached to this RFP as Exhibit "A", and is subject to final form and substance as approved by the Town Manager and Town Attorney.

Contractor The organization(s)/individual(s) that is awarded and has an approved Agreement with the Town for the Services identified in this RFP.

<i>Commission</i>	The Town Commission of the Town of Surfside, Florida.
<i>Evaluation Committee</i>	An advisory committee comprised solely of representatives of the Town established by the Town Manager to evaluate, score and rank proposals submitted in response to the RFP.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>Proposal</i>	Shall refer to any offer(s) submitted in response to this Request for Proposals.
<i>Proposer</i>	Shall refer to anyone submitting a Proposal in response to the Request for Proposals.
<i>Request for Proposal, RFP</i>	Shall mean this Request for Proposals including all Exhibits and Attachments as approved by the Town and addenda, amendments or change orders issued by the Town.
<i>Responsible Proposer</i>	A proposer who has the capability in all respects to fully perform the Services requested in this RFP and the Agreement requirements and the capacity and reliability that will assure good faith performance.
<i>Responsive Proposal</i>	A proposal or reply submitted by a responsive and responsible proposer that conforms in all material respects to this RFP.
<i>Services, Project</i>	Shall refer to all matters, work and Services that will be required to be done by the Successful Proposer in accordance with the Scope of Services and the terms and conditions and Specifications of this RFP.
<i>Shall/Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicate something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the Town may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure to provide the information after demand may result in rejection.
<i>Sub-Contractor & Sub-Consultant</i>	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the

Services to the Town, whether directly or indirectly, on behalf of the Successful Proposer.

Submission Deadline Shall refer to the due date and time listed in this RFP for the submittal of proposals to the Town.

Successful Proposer(s) Shall refer to the Proposer(s) receiving an award as a result of this Request for Proposals.

Town /Owner Shall refer to the Town of Surfside, Florida or its designated representative, as applicable.

SECTION 1

REQUEST FOR PROPOSALS (RFP No. 2022-01) Disaster Debris Monitoring Services

1.1 INTENT.

The Town of Surfside, Florida (“Town”) has issued this Request for Proposals (“RFP”) to invite qualified firms to submit proposals for Disaster Debris Monitoring Services. A more detailed Scope of Services is included under Section 3 of this RFP.

1.2 SCHEDULE OF EVENTS.

The following schedule is anticipated for this RFP process, but is subject to change by the Town, in its sole discretion, at any time during the RFP procurement process.

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP	12/03/2021	
2	Pre-Proposal Conference and Site Visit 9293 Harding Avenue Surfside, FL 33154	01/06/2022	10:30 AM
3	Deadline to Submit Questions / Requests for Clarification	01/21/2022	5:00 PM
4	Town Issues Addenda and Responds to Questions	TBA	TBA
5	Deadline to Submit RFP – Submission Deadline	01/27/2022	2:00 PM
6	Evaluation of Proposals	TBA	TBA
7	Period to request additional information or clarification from Proposers. The Town may interview Proposers	TBA	TBA
8	Award Proposal(s) and Agreement(s) at Commission Meeting	TBA	TBA
9	Notice to Proceed; Agreement Begins	TBA	TBA

1.3 CONE OF SILENCE.

The provisions of Town's Cone of Silence are applicable to this RFP. The Town's Cone of Silence provisions can be found under Section 3-17 of the Town Code of Ordinances. Questions regarding the Cone of Silence may be sent to:

Sandra McCready, MMC, Town Clerk
Town of Surfside
9293 Harding Avenue, Surfside, Florida 33154
smccready@townofsurfsidefl.gov

The Cone of Silence prohibits any communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular RFP, RFQ, solicitation or bid, between:

- (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and
- (2) The Town Commissioners, Town Staff, including but not limited to, the Town Manager and his or her staff, or any member of the Town's Selection Committee or Evaluation Committee.

The Cone of Silence shall be imposed upon this RFP upon advertisement of the RFP. The Cone of Silence shall terminate at the beginning of the Town Commission meeting at which time the Town Manager makes his or her written recommendation to the Town Commission. However, if the Town Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Commission.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the Town Commissioners during any duly noticed public meeting;
- (4) Written communications at any time with any Town employee, unless specifically prohibited by the applicable solicitation documents. The respondent, bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) Written communications regarding a particular solicitation between a potential respondent, vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's purchasing agent or Town employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) Communications with the Town Attorney and his or her staff;

1.4 SUBMISSION OF PROPOSAL.

One (1) original, five (5) copies, and one (1) electronic copy on a USB drive of the Proposal PLUS a USB containing all documents submitted shall be submitted no later than **JANUARY 27, 2022, at 2:00 PM (“Submission Deadline”)** in a sealed envelope which must be plainly marked on the outside “RFP No. 2022-01, DISASTER DEBRIS MONITORING SERVICES” to:

Town Clerk Sandra McCready, M.M.C.
9293 Harding Ave, Second Floor
Town of Surfside, FL 33154
smccready@townofsurfsidefl.gov

Proposals will be publicly opened and read. All Proposers and their representative may be invited to be present. Proposals shall be typed or printed in ink. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile and email proposals will **not** be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall **not** be accepted. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for Services contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that this proposal is made without previous understanding, contract, or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

1.5 PROPOSAL REQUIREMENTS & FORMAT.

Proposers must submit one (1) original, five (5) copies, and one (1) electronic copy on a USB drive to the Town Clerk on January 27, 2022, by 2 P.M. (“Submission Deadline”). Proposals must be typed or filled in with ink and submitted on 8 ½” x 11” size paper, using a single method of fastening. Each Proposer must present its products, services, and applicable features in a clear and concise manner that demonstrates the proposer’s capabilities to satisfy the requirements of this RFP. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the Services. Proposals **MUST** include the following:

- 1.5.1. Proposer shall provide complete and accurate copies, with all required signatures and notarizations, for all the forms in the Proposal Package:
 - 1.5.1.1. Form 1. Proposal Form Package Acknowledgement.
 - 1.5.1.2. Form 2A. Proposer’s Certification (if Company or Corporation)
 - 1.5.1.3. Form 2B. Proposer’s Certification (if Partnership)
 - 1.5.1.4. Form 3. Single Execution Affidavits
 - 1.5.1.5. Form 4. Dispute Disclosure

- 1.5.1.6. Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
- 1.5.1.7. Form 6. Proposer's Qualifications Survey
- 1.5.1.8. Form 7. Small and Minority Businesses and Women's Business Enterprises Subcontractors
- 1.5.1.9. Form 8. Price Submittal Schedule Form
- 1.5.1.12. Form 9. Reference List
- 1.5.1.13. Form 10. Federally Required Clauses Affidavit

1.5.2. Proof of Experience. Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided Services similar to those specified herein to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in Disaster Debris Monitoring Services on a full time basis and shall have been in existence and continuous operation providing the Services for a minimum of five (5) years. Experience should include the following:

- Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
- Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
- Experience representing local governments with various state and federal funding sources and reimbursement processes, including agencies such as FEMA and FHWA (Federal Highway Administration).
- Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, marine debris, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

1.5.3. Safety Record. Proposer shall provide documentation evidencing the safety record of the proposer in performing similar services, including information as to any safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.

1.5.4. Proposer's Qualifications. Include name, function, and qualifications of key personnel in the organization who will be providing g Services and involved in this Project. The key person or contact assigned to this Project shall within the past three (3) years have conducted and been responsible for providing Services in a similar project or environment. Please note, to receive further consideration, all proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

- 1.5.4.1. Service and Incorporation – Contractor shall have been in business and continuous operation and service and incorporated in the State of Florida for a minimum of five (5) years.

1.5.4.2. Licenses – Contractor must be fully licensed with all applicable and required licenses, certifications and permits for hurricane/storm preparation and recovery services, including government licenses, certifications, and permits from the Federal Emergency Management Agency (“FEMA”), the Florida Division of Emergency Management (“FDEM”), Miami-Dade County, the Town, and any other governing governmental regulatory authorities.

1.5.5. Insurance Certificates. Proposer shall provide certificates of insurance as follows:

- 1.4.5.1. Commercial General Liability
- 1.4.5.2. Workers Compensation & Employer’s Liability
- 1.4.5.3. Business Automobile Liability

1.5.6. Proposer may provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.

1.6 ADDENDA, CHANGES, OR REQUESTS FOR INTERPRETATION DURING PROPOSAL PROCESS.

The Town will not respond to oral inquiries or questions concerning this RFP. All written inquiries, requests for interpretation or clarification shall be sent to:

Sandra McCready, M.M.C.
Town of Surfside Clerk
9293 Harding Ave, Second Floor
Town of Surfside, FL 33154
smccready@townofsurfsidefl.gov

Any written inquiry or request for interpretation or clarification must be sent by e-mail or written correspondence and received by the Town no later than Friday, January 21, 2022 at 5:00pm.

All such interpretations or clarifications will be made in writing in the form of an Addendum to this RFP issued by the Town to all known and/or registered prospective proposers. Each prospective proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. All Addenda shall be a part of this RFP and a part of the Agreement and each proposer will be bound by such Addenda, whether or not received. It is the responsibility of each prospective proposer to verify that it has received all Addenda issued before proposals are submitted and opened.

1.7 EVALUATION PROCESS.

1.7.1 Evaluation Committee.

The Town shall be sole judge of its best interests in evaluating proposals deemed most advantageous to the Town, and the resulting Agreement to be entered into between the Town and the Contractor. The Town Manager shall select and appoint an Evaluation Committee to evaluate proposals.

1.7.2 Initial Screening (Step 1).

Minimum Qualifications and Responsiveness: The Evaluation Committee will review proposals for an initial determination on minimum qualifications, responsiveness and responsibility. The proposals initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

1.7.3 Evaluation of Proposals (Step 2).

The Evaluation Committee may interview proposers, request additional information or clarification of proposals and information submitted, and will evaluate proposals using the criteria herein. Due to the multi-task nature of the Disaster Debris Monitoring Services, the evaluation of all proposals will not be based solely on quantity and price. All of the factors contained herein and demonstrated in each proposal will be taken into consideration and evaluated. Proposals will be scored and ranked in accordance with the following criteria:

CRITERIA	MAXIMUM POINTS
Qualification and experience of key personnel who will be directly involved in all elements of the Services.	20
Firm's experience with services that are similar to the Disaster Debris Monitoring Services requested in this RFP.	30
Small, Minority, and Women-Owned Business Set-Aside/Involvement.	5
Safety record.	10
Proposal Pricing or fees for Services.	35
Total	100

The three (3) highest ranked proposals will be identified and those firms may be requested to make a formal presentation before the Evaluation Committee and/or the Town Commission. The Evaluation Committee will score and rank the proposers and provide same to the Town Manager. The Town Manager will then make a recommendation to the Town Commission, which reserves the right to reject any or all proposals or parts thereof, select and award proposer(s) for all or any of the Services, to waive any informality, irregularity, or technicality in any proposal, to cancel or re-advertise for proposals, or take any other such actions that may be deemed to be in the best interests of the Town.

The Town Commission, in its sole discretion, shall select and approve one or more proposals and shall authorize the award of an Agreement(s) to the Successful Proposer(s).

1.8 TOWN’S RIGHTS.

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to select and award proposer(s) for all or any of the Services, waive irregularities in proposals, to cancel or discontinue this RFP process, and to request

new proposals on the required work or Services. The Town Commission shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any proposals or responses to the RFP, whether amended or not, and selection or rejection of Proposals does not affect this right.

1.9 AWARD OF PROPOSAL.

The Town anticipates entering into an Agreement(s) with the Successful Proposer(s) determined by the Town to be in compliance with the requirements of this RFP and in the best interest and most advantageous to the Town. The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive any irregularities, to cancel or discontinue this RFP, and to request new proposals on the required materials or Services. The Town also reserves the right to waive minor variations to the Specifications (interpretation of such to be made by the applicable Town department personnel). Final determination and award of proposal(s) shall be made by the Town Commission.

Neither this RFP, nor the notice of award of the Agreement(s) constitutes an agreement or contract with the Successful Proposer(s). An agreement or contract is not binding until a written agreement or contract, in substantially the form attached hereto as Exhibit "A," has been executed by the Town and the Successful Proposer(s) and approved as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

END OF SECTION 1

SECTION 2
TERMS AND CONDITIONS

INTRODUCTION

All proposals submitted in response to this RFP and any Agreement(s) awarded to the Successful Proposer(s) must conform to the following terms and conditions.

2.1. PURPOSE OF PROPOSAL.

The Town of Surfside, Florida (“Town”) requests proposals from qualified firms to provide Disaster Debris Monitoring Services generally consisting of oversight and management of the Town’s debris recovery contractors and the provision of assistance to the Town in the submission of applications for public assistance to the Federal Emergency Management Agency (“FEMA”), the Florida Division of Emergency Management (“FDEM”), and other relevant governmental entities (the “Services”). The frequency, nature, scope and definition of the Services desired or required by the Town may change from time to time, at the Town’s discretion.

The Town intends to secure a source of supply(s) for the Services from a qualified contractor(s) that conform to the requirements of this RFP and is most advantageous to the Town and in its best interest. The Town reserves the right to award the proposal(s) considered to best serve the Town’s interests.

In the event of any conflicts between provisions contained in the General Conditions and Specifications, the provisions contained in the Specifications shall govern and prevail.

2.2. SUBMISSION OF PROPOSALS.

Proposers must use the proposal form(s) furnished by the Town with this RFP, as well as provide any information requested by this RFP. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal. Incomplete, unresponsive, irresponsible, vague or ambiguous responses to this RFP may be just cause for rejection, as determined by the Town.

Proposer warrants that the terms and conditions quoted in the proposal, including pricing, will be firm for a period of one hundred eighty (180) days from the date of the proposal opening unless otherwise stated by the Town.

2.3. DELIVERY.

All materials and goods in connection with the Services shall be delivered F.O.B. destination (i.e., at a specific Town address), and delivery costs and charges (if any) will be included in the proposal pricing. Exceptions should be noted.

2.4. MATERIALS.

Any materials or products delivered by Contractor pursuant to this RFP shall remain the property of the Contractor or vendor until accepted to the satisfaction of the Town. In the event material(s) or products supplied to the Town are found to be defective or do not conform to the requirements

of this RFP or the Specifications, the Town reserves the right to return the materials or product(s) to the Contractor, at the Contractor's expense.

2.5. PRICING.

The price schedule forms attached to this RFP under Section 4 and to be included with each proposal shall specify the Proposer's pricing and/or fees for the materials and Services requested herein. Proposer should include any and all applicable taxes in proposal prices. If the proposer is awarded an Agreement pursuant to this RFP, the prices and fees quoted in the proposal shall remain fixed and firm during the term of the Agreement.

2.6. PROPOSAL COSTS.

Proposers submitting proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Town to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting proposals, providing additional information when requested by the Town, or for participating in any selection interviews.

2.7. LICENSES AND PERMITS.

Proposer shall secure any and all necessary and required licenses, certifications and permits to conduct the Disaster Debris Monitoring Services including, but not limited to, all Federal (Environmental Protection), State, County and Town licenses and permits. All proposers must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements, including the following:

- 2.7.1. **Licenses** – CONTRACTOR must be fully licensed with all applicable and required licenses, certifications, and permits for the Services, including those required by FEMA, the State of Florida, FDEM, Miami-Dade County, the Town, and/or any other governmental or regulatory entities.

By submitting a proposal in response to this RFP, Proposer represents and warrants to the Town that it holds all licenses, certifications, and permits ("Licenses") required by applicable law and by any other governmental entity or regulatory authority to perform the Services. Proposer represents and warrants to the Town that the Licenses shall be in full force and effect on the date of performance of the Services and further represents that it holds and will hold all Licenses throughout the term of the Agreement. Proposer shall provide the Town with copies of all Licenses and any additional permits that may be required for performance of the Services with its proposal and during the term of the Agreement.

Where the Contractor is required to enter onto Town property, public rights-of-way or other property to deliver materials or to perform the Services as a result of a proposal award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Town, property or person occasioned by the acts or omissions, or the negligence of the proposer, (or their agent) or any person the proposer has designated in the completion of the Services, as a result of the proposal.

2.8. INSURANCE.

2.8.1. The Proposer shall be required to secure and maintain throughout the duration of this RFP and, if selected, under any award agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent. Copies of Proposer's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Proposer shall provide a waiver of subrogation for the benefit of the Town. The Proposer shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Services.

2.8.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

2.8.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Proposer shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

2.8.1.3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

2.8.2. The Proposer agrees to indemnify, defend and hold harmless the Town from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Proposer's performance of the Services required by this RFP.

2.8.3. The Proposer shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of Proposer timely payment of each insurance policy premium as required by the Agreement.

2.9. COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

The Successful Proposer shall conduct its operations in compliance with all applicable federal, State, County and Town laws in providing the Services required by this RFP.

2.10. ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Services required by this RFP and the Agreement without the Town's prior written consent. Any award issued pursuant to this RFP and monies which may be payable by the Town, are not assignable except with the Town's prior written approval.

2.11. ATTORNEY'S FEES.

If the Town incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

2.12. CONTRACTOR'S RELATION TO THE TOWN.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Services hereunder, and that the Contractor is in no respect an agent, servant or employee of the Town. This RFP specifies the Services to be performed by the Contractor, but the method to be employed to accomplish the Services shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Town.

2.13. DISCRIMINATORY PRACTICES.

The Contractor shall not discriminate or deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

2.14. TIME IS OF THE ESSENCE; DELIVERY OF SERVICES.

The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Services hereunder.

2.15. CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Town, shall be just cause for cancellation of the award, with the Contractor holding the Town harmless.

2.16. DISPUTES.

If any dispute concerning a question of fact arises under the resulting Agreement, other than termination for default or convenience, the dispute will be handled by the Town Manager.

2.17. TERMINATION FOR DEFAULT.

In the event of default by the proposer or Contractor, the Town may terminate the Agreement, procure the Services from other sources and hold the proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.18. TERMINATION FOR CONVENIENCE.

The Town may terminate the Agreement, in whole or in part, for convenience upon five (5) days prior written notice to the Contractor. Upon such termination, the Town shall be responsible to the Contractor only for payment in accordance with the payment provisions of the Agreement for those Services rendered prior to and through the date of termination.

2.19. INDEMNIFICATION.

The Contractor shall indemnify, save harmless and defend the Town, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, its agents, servants or employees, in the performance of the Services pursuant to this RFP and/or from any procurement decision of the Town including without limitation, awarding the Agreement to a Contractor.

2.20. MULTIPLE /OTHER VENDORS.

The Town reserves the right to select and award multiple proposers to provide one, some or all of the Services. If the selected contractors are unavailable, the Town reserves the right to seek and obtain other sources. As tasks and schedules are identified, substantial completion times will be mutually agreed upon between the Contractor and the Town.

2.21. PUBLIC ENTITY CRIME/DISQUALIFICATION.

Pursuant to Section 287.133(3)(a), Florida Statute, all proposers are advised as follows:

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

2.22. NO CONTINGENT FEE.

Proposer shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement, without liability, at its discretion.

2.23. PUBLIC RECORDS; CONFIDENTIALITY.

Proposers are hereby notified that all information submitted as part of or in support of proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes. If there is any apparent conflict between Florida's Public Records Law and this RFP, Florida Law will govern and prevail.

All proposals submitted in response to this RFP shall become the property of the Town. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any proposal shall not nullify the Town's rights hereunder.

2.24. SAFETY.

2.24.1. *Generally.* The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Job site safety provisions shall conform to U.S. Department of Labor (OSHA) standards and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

2.24.2. *Inspections.* The Town reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on Town property and to ensure safety rules are not being violated.

2.24.3. *Material Safety Data Sheets.* To the extent applicable, the Successful Proposer must also comply with Chapter 487, Florida Statutes. Any items which are delivered from an Agreement resulting from this Proposal must be accompanied by a Material Safety Data Sheets ("MSDS"). The MSDS sheets must be maintained by the user agency and consist of written, electronic, or printed material concerning an agricultural pesticide that sets forth the following information:

- (a) The chemical name and the common name of the agricultural pesticide.
- (b) The hazards or other risks in the use of the agricultural pesticide, including:
 - (i) The potential for fire, explosions, corrosiveness, and reactivity.

- (ii) The known acute health effects and chronic health effects of exposure to the agricultural pesticide, including those medical conditions that are generally recognized as being aggravated by exposure to the agricultural pesticide.
- (c) The primary routes of entry and symptoms of overexposure.
 - (i) The proper handling practices, necessary personal protective equipment, and other proper or necessary safety precautions in circumstances that involve the use of or exposure to the agricultural pesticide, including appropriate emergency treatment in case of overexposure.
 - (ii) The emergency procedures for spills, fire, disposal, and first aid.
 - (iii) A description of the known specific potential health risks posed by the agricultural pesticide, which is written in lay terms and is, intended to alert any person who reads the information.
 - (iv) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

2.24.4. *Occupational Health and Safety.* In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of “Florida Substance List” which are delivered from a Contract resulting from this Proposal must be accompanied by a MSDS. The MSDS sheets must be maintained by the user agency and must include the following information:

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
 - (i) The potential for fire, explosion, corrosiveness, and reactivity;
 - (ii) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (iii) The primary routes of entry and symptoms of overexposure.
 - a. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - b. The emergency procedure for spill, fire, disposal, and first aid.
 - c. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person

reading this information.

- d. The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

2.24.5. *Care and Safety.* The Contractor shall exercise the greatest of caution and care in servicing each site so as not to be or create a hazard which may affect the health, safety and welfare of users of the site or those surrounding, abutting or passing, and so as not to cause or inflict damage to any portion of the site and the area abutting and surrounding. The Contractor shall be responsible for all damages to persons and/or property occurring in the course of or resulting from his work, and shall be responsible for all repair, restoration, replacement and/or restitution for said damages at the Contractor's sole expense.

2.24.6. *Traffic Control and Protection.* Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. The Successful Proposer shall be responsible for the plans for traffic control around or through work sites and shall be developed with safety as the primary concern. The plans shall include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crews, traffic control personnel, pedestrians and motorists shall be addressed. In all cases the operation plan for traffic control and protection shall include provisions for the following:

- (i) Advance warning
- (ii) Clear view of work site
- (iii) Roadway delineation
- (iv) Regulatory information
- (v) Hazard warning
- (vi) Barriers
- (vii) Pedestrians safety
- (viii) Access
- (ix) Location of vehicle and equipment
- (x) Night safety
- (xi) Personnel
- (xii) Traffic control and protection devices (see the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations)

2.24.7. *Damages, Vandalism, and Theft.* In the event the Contractor discovers or is made aware of damages, vandalism or theft at a site specified herein, the Contractor, shall immediately notify the Town of same, and shall file a police report of the occurrence.

2.25.COMPLIANCE WITH FEDERAL REQUIREMENTS.

2.25.1. *Equal Employment Opportunity.* The Successful Proposer acknowledges that if awarded a contract under this RFP, the Proposer must adhere to the Equal Opportunity Employment requirements as follows:

2.25.1.1. The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Proposer 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 Proposer 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.

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

2.25.1.3. The Proposer 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 Proposer's legal duty to furnish information.

2.25.1.4. The Proposer 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 Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.25.1.5. The Proposer 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.

2.25.1.6. The Proposer 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.

2.25.1.7. In the event of the Proposer'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 Proposer 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.

2.25.1.8. The Proposer will include the portion of the sentence immediately preceding subsection 2.25.1.8. and subsections 2.25.1.1 through 2.25.1.8. 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 Proposer 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 Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant 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 applicant so participating 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.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Proposers 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.

The applicant 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

Proposer 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 Proposers and subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant 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.

2.25.2. *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.* In accordance with 2 C.F.R. § 200.321, Successful Proposer shall 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 for the Successful Proposer to take regarding subcontractors must include:

2.25.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2.25.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

2.25.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

2.25.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

2.25.2.5. 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.

2.25.3. *Debarment and Suspension.* The Successful Proposer acknowledges that if awarded a contract under this RFP, it will be subject to the debarment and suspension regulations set forth under Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000.

2.25.3.1. Any agreement awarded pursuant to this RFP will be a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, Successful Proposer will be required to verify that the Successful Proposer, its 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).

2.25.3.2. Successful Proposer 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.

2.25.3.3. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Successful Proposer 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 Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

2.25.3.4. Successful Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The Successful Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.25.4. *Procurement of recovered materials.* The Town and the Successful Proposer agrees to the following:

2.25.4.1. 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:

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

2.25.4.1.2. meeting contract performance requirements; or

2.25.4.1.3. at a reasonable price.

2.25.4.2. 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>.

2.25.4.3. also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

2.25.5. *Davis-Bacon Act.*

2.25.5.1. All transaction regarding this RFP and any Agreement awarded pursuant to this RFP shall be comply with the Davis-Bacon Act, 50 U.S.C. 3141-3144 and 3146-3148, and the requirements of 29 C.F.R. pt. 5 as may be applicable. Successful Proposer shall comply with 40 US.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt 5 as applicable.

2.25.5.2. Successful Proposers are required to pay wages to laborers at a rate not less than the prevailing wages specified in the wage determination made by the U.S. Secretary of Labor.

2.25.5.3. Successful Proposers must pay wages not less than once a week.

2.25.6. *Copeland Anti-Kickback Act.*

2.25.6.1. Successful Proposers 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 RFP.

2.25.6.2. Successful Proposer 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. Successful Proposers shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

2.25.6.3. 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.

2.25.7. *Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).* Successful Proposers 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 who in turn will forward the certification(s) to the awarding agency.

2.25.8. *Americans with Disabilities Act of 1990.* Successful Proposer shall remain in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor providing services in connection with this RFP or any awarded Agreement issued pursuant to this RFP complies with all applicable requirements of the Americans with Disabilities Act of 1990 and the Florida Americans with Disabilities Accessibility Implementation Act of 1993 (F.S. § 553.501-513).

2.25.9. *Buy America Requirements.* Successful Proposer shall comply with Buy America requirements under 23 C.F.R. 635.410, which is incorporated herein by this reference.

2.25.10. *Compliance with the Contract Work Hours and Safety Standards Act.* Successful Proposers shall be required to comply and ensure compliance by any subcontractors with the Contract Work Hours and Safety Standards Act, 40 USC 3701-3708, incorporated herein by this reference.

2.25.11. *Clean Air Act.*

2.25.11.1. Successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42U.S.C.§ 7401 et seq.

2.25.11.2. Successful Proposer agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

2.25.11.3. Successful Proposer agrees to include these requirements in each subcontract exceeding \$150,000 that is financed in whole or in part with Federal assistance provided by FEMA.

2.25.12. *Federal Water Pollution Control Act.*

2.25.12.1. Successful Proposer 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.

2.25.12.2. Successful Proposer agrees to report each violation to the Town, and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

2.25.12.3. Successful Proposer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.25.13. *DHS Seal, Logo, and Flags.* Successful Proposer shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.25.14. *No Obligation by Federal Government.* Successful Proposers acknowledge that the Federal Government will not be a party to any Agreement awarded pursuant to this RFP and will not be subject to any obligations or liabilities to any/all non-Federal entity that are a party to any awarded Agreement.

2.25.15. *Program Fraud and False or Fraudulent Statements or Related Acts.* Successful Proposer acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) will apply to the Successful Proposer's actions pertaining to any Agreement awarded pursuant to this RFP.

2.25.16. *Change or Modification.* To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative

agreement, and reasonable for the completion of the project scope. Accordingly, the Successful Proposer shall comply with the following:

2.25.16.1. Without invalidating any Agreement awarded pursuant to this RFP, Town reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of an Agreement awarded pursuant to this RFP must be accomplished by means of appropriate Field Orders or Change Orders.

2.25.16.2. The Town shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

2.25.16.3. Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Town's Procurement Code, as amended from time to time.

2.25.17. *Prohibition on Contracting for Covered Telecommunications Equipment or Services.* The Town and the Successful Proposer will be required to comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. The Town, as well as the Successful Proposer and its subcontractors, may not obligate or expend any FEMA award funds to:

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

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

2.25.17.3. 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.

Additional information, including definitions for this requirement can be found in FEMA Policy 405-143-1. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1.INTRODUCTION.

Communities with a debris management plan are better prepared to restore public services and ensure the public health and safety in the aftermath of a disaster, and are better positioned to receive the full level of assistance available from Federal Emergency Management Agency (“FEMA”) and other participating entities. The Town of Surfside (the “Town”) is soliciting proposals for disaster debris removal monitoring services to support the oversight and management of debris recovery contractors and submit and/or assist in Town applications for public assistance from FEMA, the State of Florida, the Florida Division of Emergency Management (“FDEM”), and other relevant agencies. The Contractor shall have a comprehensive understanding of FEMA’s Public Assistance Program and shall provide oversight and management of debris recovery contractors. The Contractor’s management of debris recovery contractors shall include, but is not limited to: field monitoring of debris removal and reduction, truck certification, damage assessment, training, emergency planning, and other related services as needed and/or requested by the Town. Other related services include facilitating communication with FEMA, the State of Florida, FDEM, and other federal agencies, and coordination with the FDEM’s FEMA liaison. Finally, the Contractor shall submit and/or assist in the submission of Town applications for public assistance from FEMA, the State of Florida, FDEM, and other relevant agencies.

Towards that end, Successful Proposers will be required to provide the services detailed herein.

3.2.PROJECT MANAGEMENT.

The Contractor shall:

- 3.2.1. Provide trained staff and necessary equipment to properly provide the services outlined throughout this solicitation. The Contractor’s equipment shall include, but not be limited to personal protective equipment (e.g., traffic vest, hard hat, gloves, etc.), safety equipment (e.g., traffic cones, barricades, etc.), transportation, and electronic and telecommunication devices (e.g., digital cameras, tablets, lap tops, communication devices, Global Positioning Systems (GPS) etc.) at no additional cost to the Town.
- 3.2.2. Monitor and manage the debris removal contractors. The Contractor shall schedule work for all project management team members and debris recovery contractors on a daily basis.
- 3.2.3. Determine the impact and magnitude of the disaster event before federal assistance is requested, identify damaged locations and facilities, prepare pre and post disaster estimates of debris quantities, document eligible costs and describe the physical and financial impact of the disaster.
- 3.2.4. Assign a Project Manager and an Operations Manager. The Project Manager shall be assigned as the Town’s point of contact. The Operations Manager shall oversee and manage each debris recovery contractor and shall be supported by Field Supervisors. At the discretion of the Town, the Project Manager may be physically located in the Town’s Emergency Operations Center or other location specified by the Town. The Project Manager shall be supported by the full array of Contractor’s resources to enhance efficiency and expedite deliverables.
- 3.2.5. Monitor progress of debris recovery contractors, including issuance and electronic

recording of load tickets, develop/implement recommendations to improve efficiency speeding up recovery work.

- 3.2.6. Provide post debris staging services including certifying volumetric capacity of trucks designated to remove debris from the site; monitor and record each and every contractor or other entities removing debris, document the type of debris removed and the volume of each load removed from the staging site and document the final disposal location(s) for each removed load; when requested by the Town, prepare the staging site closure plan; oversee and document staging area contractor restoration and site closure activities, certify completion of site closure in accordance with plan, and provide final site closure report to Town, FEMA and any regulatory agencies having jurisdiction over the site or activities.
- 3.2.7. Provide and use hand-held electronic device(s) and state-of-the-art technology for documentation and data management including Automated Debris Management Systems (ADMS). The ADMS solution shall include automatic truck certification, right-of-way (ROW) collection, tree work (leaners/hangers/stumps), private property debris removal (PPDR), demolitions, haul out/disposal, and monitor time management. A web-based application shall be provided to allow access to viewing by Town Staff, Officials, and the general public. Ability to provide querying, sorting, reporting, mapping and managing project related data and documents. This shall include a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. Additionally, the software shall include a web-based portal that serves as the client and contractor information center for project costs, electronic tickets, accounting transactions and invoices. In addition to the general specifications of the ADMS systems, the following features must be supported:
 - 3.2.7.1. Generation of electronic load and disposal tickets with encrypted QR codes.
 - 3.2.7.2. Electronic registration of contractor vehicles and equipment.
 - 3.2.7.3. Disconnected operational mode to ensure functionality regardless of cellular network
 - 3.2.7.4. Multi-point GPS tagging that include load origin and disposal location documented via GPS
 - 3.2.7.5. Ability to digitally capture field documents in PDF form.
 - 3.2.7.6. Redundant data storage and duplicate databases for contractor and government use.
- 3.2.8. Conduct inspections and certify load capacity of each truck used by debris recovery contractors including: development and maintenance of a certified truck database with records of measurements, truck photos, certified truck capacity and other pertinent vehicle information (e.g. owner, vehicle registration, company etc.).
- 3.2.9. Upon request by the Town, the Contractor shall assist the Town in responding to public concerns regarding property damage assessment, replacement of damaged property, status of clean-up, clean-up target dates, etc.
- 3.2.10. Document damages caused to private properties and public lands this includes obtaining proper Right of Entry, if applicable.
- 3.2.11. Review and reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement for debris hauling, monitoring, reduction, and disposal efforts. The Contractor, in performing services related to review of invoices and

payment requests and the rejection and approval thereof, agrees to perform all of its services for the Town in strict compliance with this Solicitation and Part VII of Chapter 218 of the Florida Statutes titled “Local Government Prompt Payment Act” as if it were the local government entity. If a dispute arises between the Contractor and the debris recovery contractor concerning payment of an invoice or payment request, the Contractor shall immediately notify the Town in writing of such dispute.

- 3.2.12. The Contractor shall submit and/or assist in the submission of Town applications for public assistance from FEMA, the State of Florida and other relevant agencies.
- 3.2.13. Make available project documents and data, in hard copy and through an electronic database, to designated Town personnel. The Town shall have access to hard copy project documents and data during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m.). The Town shall have complete access all electronic documents 24 hours a day during the entire term and of the contract and following the completion of the contract.
- 3.2.14. Digitize all source documentation in PDF format, such as load tickets supplied to the Town with each invoice, as required by FEMA and to be compatible with the Town system that utilizes Microsoft Office.
- 3.2.15. Establish a Project Management Team to support the Project Manager listed in item two of this section. Members of the Project Management Team may include, but are not limited to the following:
 - (a) Project Manager
 - (b) Operations Manager/Assistant Project Manager
 - (c) FEMA Reimbursement Manager
 - (d) Field Supervisor
 - (e) Truck Certifier
 - (f) Staff Scheduler/Truck Dispatcher
 - (g) Damage/Debris Assessment Specialist
 - (h) Collection Monitor, Disposal Monitor, Flagmen/Traffic Controllers
 - (i) Data Clerk
 - (j) Engineer/Scientist

The Contractor may add other positions to the Project Management Team, as necessary, with the written approval of the Town’s Project Manager. The Contractor is encouraged to utilize local work force as available, as travel and lodging are not covered by the Town.

3.3.RESPONSE TIME AND MOBILIZATION.

The Town has the sole discretion to determine whether an event is predicted or unpredicted. The Contractor shall respond to predicted events and unpredicted events as follows:

- 3.3.1. *Predicted Events.* A “Predicted Event” shall mean a debris generating event that can be anticipated at least 24 hours before it affects the Town, for example a tropical weather system. The Contractor, when requested by the Town, shall report to the location designated by the Town, at a minimum of 24 hours prior to a predicted emergency event.
- 3.3.2. *Unpredicted Events.* An “Unpredicted Event” shall mean a debris generating event that cannot be anticipated at least 24 hours before it affects the Town, for example a

tornado. Emergencies other than predicted events, the Contractor shall report within six (6) hours of notification to the location specified by the Town authorized representative. The Contractor shall mobilize a staff of sufficient size to adequately administer and monitor debris operations, as indicated herein.

3.4.MEETING AND COMMUNICATIONS.

The Contractor shall:

- 3.4.1. Maintain open, timely conversations and written documentation with the Town, FDEM and FEMA to provide successful completion of the disaster response.
- 3.4.2. Meet with Town representatives as directed and coordinate with the Town throughout the execution of the recovery operations.
- 3.4.3. Attend pre-work conferences(s) for the debris recovery contractors, as directed by the Town, and convene and attend regular progress and coordination meetings, as directed by the Town.
- 3.4.4. Provide minutes in an electronic format of all meetings to the Town. Minutes shall be provided the next business day after the meeting occurs.
- 3.4.5. Coordinate daily briefings, work in progress, staffing, and other key items with the Town's Project Manager.

3.5.OPERATIONAL REPORTS AND OTHER DOCUMENTATION.

The Contractor shall prepare and submit to the Town throughout the duration of the recovery operations the following reports:

- 3.5.1. Operational Reports shall document the current status of the Contractor's operational details such personnel levels, equipment status, status of debris management sites, summary of the Daily Reports as required below, and items as may be required by the Town. The reporting frequency for the Operational Reports is to be determined by the Town.
- 3.5.2. Daily Reports shall document the debris recovery contractors' activities and progress from the previous day. The daily reports shall be submitted by 8:00 a.m. of the following day to a distribution list established by the Town's Project Manager. Each daily report submitted shall contain at a minimum the following information:
 - (a) Name of each Contractor;
 - (b) Number of Contractors including the number of crew members working each day, number of loads removed, estimated cubic yards removed for the day and the respective number of cumulative loads and cubic yards removed;
 - (c) Reports and graphs that document the production rate of crews, equipment, progress by area and estimation of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed and hauled); and
 - (d) Geographic Information Systems (GIS) mapping data updates and digitized reports. All required GIS layers will be provided to the Contractor by the Town's authorized representative, prior to an event or as soon as possible to ensure up to data files and consistency in field structure.
 - (e) Report of cubic yards, converted to tonnage, if available, of debris delivered to the facilities.
 - (f) Other reports as required by FEMA.

Customized reports shall be made available by the Contractor to the Town at no additional cost. Upon request for a customized report, the Contractor will make every reasonable effort to provide the Town with a draft of the report within 48 hours or less for the Town's review and approval. If the complexity of the report requires in excess of 48 hours, the Contractor's Project Manager will keep the Town informed as to the progress and expected delivery and if possible, provide the requested data in a temporary format (such as Excel) until the final report can be delivered. *At the Town's sole discretion, additional reporting information and data may be required.*

3.6.FIELD MONITORING.

Each debris recovery location shall have at minimum (1) collection monitor. The Collection Monitor shall oversee the debris recovery crew for contract compliance, efficiency and regulatory compliance. The Collection Monitor shall provide feedback to the Town through a Field Supervisor. Responsibilities of Contractor's Project Manager, and the Project Management Team, including the Collection Monitors, shall include, but not be limited to:

- 3.6.1. Document daily and weekly recovery work and costs ensuring that proper records are maintained for load tickets, using a hand-held electronic data management device. This documentation is required as evidence to support and document recovery costs and reimbursement of the Town.
- 3.6.2. Inspect the means and methods, according to FEMA's guidelines for reimbursement, to measure and record work, recommending changes that may be needed.
- 3.6.3. Stop work in progress that is not being performed or documented in the appropriate manner.
- 3.6.4. Inspect work in progress to ensure that removal efforts include debris of the proper type according to Town and FEMA classification in the proper areas as assigned by Town authorized representative.
- 3.6.5. Check work in progress to ensure that the proper work authorizations, permits, and other regulatory requirements and prerequisites have been received and approved.
- 3.6.6. Verify that all debris sites and staging areas have adequate access control and security.
- 3.6.7. Recommend any improvements in work assignments and/or efficiency and productivity that may be appropriate.
- 3.6.8. Maintain digital photo documentation of recovery work, as required by the Town.

3.7.DEBRIS SITE AND STAGING AREA MONITORING.

The Contractor shall ensure that a minimum of four (4) Disposal Monitors per debris site and/or staging area are deployed upon establishment of each site to assess and record load volumes and provide coordination and perform other related activities necessary for reimbursement by FEMA. The Town authorized representative will advise if additional Disposal Monitors are required depending on the size of the debris site and/or staging areas.

3.8.PUBLIC AND PRIVATE PROPERTY DAMAGE ASSESSMENTS.

The Contractor shall assign Damage Assessment Specialists to document field damages to private properties and public lands and to notify contractors of their responsibilities in repairing damages.

In the event that damages are not repaired to the satisfaction of the homeowner and/or government entity, and where the debris removal contractor claims no further responsibility, the documentation from each of these incidents shall be turned over to the Town's Public Works Department for final resolution.

3.9.PRIVATE PROPERTY DEBRIS REMOVAL (PPDR) MONITORING AND RIGHTS-OF-ENTRY (ROE).

The Contractor shall ensure that PPDR occurs in conformance with FEMA Public Assistance (PA) guidance and related governmental legal requirements. Private property debris removal can be deemed ineligible for FEMA reimbursement unless the Contractor follows FEMA guidance and complies with the below:

- 3.9.1. The Contractor in coordination with the Town can satisfactorily demonstrate (including providing relevant documentation) that the PPDR was in the public interest.
- 3.9.2. The Contractor has ensured in coordination with the Town that the proper legal authority exists to perform debris removal activities on private property this includes the relevant indemnifications of the federal government to include FEMA.
- 3.9.3. The Contractor has monitored for applicable permits or approvals for the locations of temporary debris staging and reduction sites and final debris disposal sites, and the Contractor has ensured the satisfaction of all legal processes and obtained permission from the property owners (rights-of-entry or other unconditional authorization) and agreements to indemnify and hold harmless the Federal government.
- 3.9.4. ROEs should be developed in coordination with the Town for approval and review by FDEM/FEMA prior to use.
- 3.9.5. Debris Removal from Commercial Property Removal of debris from commercial properties, such as industrial parks, golf courses, cemeteries, apartments, condominiums, and trailer parks, is generally ineligible because commercial enterprises are expected to retain insurance that covers debris removal. In very limited, extraordinary circumstances, FEMA may provide an exception.

3.10. WATERWAY - WATERBORNE AND BEACH DEBRIS MONITORING.

The Contractor shall ensure Debris Monitors are assigned to also validate and monitor the removal of marine, canal and waterborne debris, including derelict vessels, beach debris and vegetative debris.

Waterway debris (or incident waterway debris) is used in lieu of the term marine debris. In 33 U.S.C. § 1956(3), marine debris is defined as any persistent solid material that is manufactured or processed and directly or indirectly, intentionally or unintentionally, disposed of or abandoned into the marine environment or Great Lakes. Although vegetative debris is not included in the legal definition for marine debris, Florida stakeholders have identified it as a common debris stream of concern following disasters in the state. To account for both marine debris and vegetative debris, the term waterway debris is used and includes any solid material, including but not limited to vegetative debris and debris exposed to or that has the potential to release oil, hazardous substances, pollutants or contaminants, that enters a waterway following an acute incident and poses a threat to the natural or man-made environment.

3.11. DIFFERENT TYPES OF DEBRIS.

The Contractor must ensure its team is capable and assigned to identify and separate different types of debris as needed to facilitate the FEMA review and reimbursement process and/or at the Town's request.

3.12. LEANERS AND HANGERS.

The Contractor must ensure its team is capable and assigned to identify and determine eligibility of leaners and hangers based on criteria in the FEMA Public Assistance Program and Policy Guide (PAPPG) V4.

3.13. TECHNICAL EXPERTISE AND GUIDANCE.

Per event, when directed by the Town, the Contractor shall:

- 3.13.1. Develop and submit a comprehensive emergency management plan to include plan development, review, and revisions.
- 3.13.2. Provide damage assessments of facilities; assessment plan development, procedure development, staff training, staff augmentation, and deployment.
- 3.13.3. Develop a comprehensive mitigation program to include development of a mitigation plan, cost benefit analysis, project management, and environmental review.
- 3.13.4. Provide the Town all relevant data and supporting documentation as may be required by the Town Council, Town Manager, Town Public Works Director and Town Senior Management Staff.
- 3.13.5. Provide other reports and data as required by the Town.

3.14. FINAL REPORT.

A final report of volume and any other information collected for each event, as requested by the Town, shall be prepared by the Contractor and shall be submitted to a distribution list as established. Provide technical support and assistance in developing public information by the Town's Project Manager, within 30 days of completion of the recovery operations. Recovery operations include remediation of sites, closure of sites and conclusion of all related operations. At a minimum, the following information shall be included in the report.

- 3.14.1. Discussion of lessons learned and recommendation for future disaster response, including the Town's recovery contract requirements and results.
- 3.14.2. Recommendation for future disaster response strategies.
- 3.14.3. Digital copies of manifests, certificates, and related documents.
- 3.14.4. All other data taken during the implementation of the Disaster Response Plan.

3.15. EVENT CLOSURE.

The Contractor shall review and process requests for payment by the debris removal contractors. As part of this process, the Contractor shall reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement by FEMA for debris hauling and monitoring efforts. The Contractor shall prepare final reports necessary for reimbursement by FEMA and any other applicable agencies involved in disaster recovery efforts.

3.16. TRAINING SERVICES.

Contractor shall conduct onsite training, as requested by the Town, with the content to be defined at the time of request. Training may include the following groups, as needed: operational/field staff, administrative/managerial staff, or technical staff and cover topics such as the provision

of services, the emergency management plan and/or preparation. The duration of each training shall be mutually agreed upon. All training shall include reference documentation. All reference documentation shall be submitted to the Town for review and approval prior to completion of training. If additional training is needed, Contractor has the ability to provide online, web-based training as well. Contractor will provide an executive level training of no more than half a day in length. The level of detail provided during the training class will be consistent with the level of ongoing involvement of Town staff.

3.17. ADDITIONAL SERVICES.

At the Town’s sole discretion, the Contractor may be required to perform any of the following additional services, but not limited to:

3.17.1. Provide aerial photographs of debris sites or other areas as requested by the Town and per FEMA specifications.

3.17.2. Provide other related emergency management and consulting services identified and required by the Town.

In situations where the Contractor may be required to provide these additional services, a formal written proposal shall be provided with the scope of work and price to be submitted for review and approval by the Town’s Project Manager. The hourly rates for these services shall not exceed those stipulated in Section IV, Proposal Form. Reimbursement for equipment, material and for subcontracted services not stipulated in the Proposal Form shall be included in the formal written proposal and will be considered on a case-by- case basis.

END OF THIS SECTION

SECTION 4
PROPOSAL FORM PACKAGE

As provided in the RFP, the following items must be attached to this Proposal:

FORMS	STATUS
Form 1 – Proposal Form Package Acknowledgement	<input type="checkbox"/>
Form 2A. Proposer’s Certification (if Company or Corporation)	<input type="checkbox"/>
Form 2B. Proposer’s Certification (if Partnership)	<input type="checkbox"/>
Form 3. Single Execution Affidavits	<input type="checkbox"/>
Form 4. Dispute Disclosure	<input type="checkbox"/>
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	<input type="checkbox"/>
Form 6. Proposer’s Qualifications Survey	<input type="checkbox"/>
Form 7. Small and Minority Businesses, and Women’s Business Enterprises Subcontractors	<input type="checkbox"/>
Form 8A. Price Submittal Schedule Form – General Monthly Maintenance	<input type="checkbox"/>
Form 8B. Price Submittal Schedule Form – On Demand Additional Services	<input type="checkbox"/>
Form 8C. Price Submittal Schedule Form – Hurricane/Storm Preparation & Recovery Services	<input type="checkbox"/>
Form 9. Reference List	<input type="checkbox"/>
Form 10. Federally Required Clauses Affidavit	<input type="checkbox"/>

FORM 1
PROPOSAL FORM PACKAGE ACKNOWLEDGEMENTS

I hereby propose to furnish the goods and services specified in the Request for Proposals, RFP No. 2022-01. I agree that my proposal will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Surfside or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Town in connection with the RFP (Check the box next to each addendum received).

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Attached hereto are the following forms/documents which form a part of this proposal:

- | | |
|----------|--|
| Form 1. | Proposal Form Package Acknowledgement. |
| Form 2A. | Proposer's Certification (if Company or Corporation) |
| Form 2B. | Proposer's Certification (if Partnership) |
| Form 3. | Single Execution Affidavits |
| Form 4. | Dispute Disclosure |
| Form 5. | Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions |
| Form 6. | Proposer's Qualifications |
| Form 7. | Small and Minority Businesses, and Women's Business Enterprises Subcontractors |
| Form 8. | Price Submittal Schedule Form |
| Form 9. | Reference List |
| Form 10. | Federally Required Clauses Affidavit |

Form 1 – Proposal Form Package Acknowledgements (continued)

NAME OF PROPOSER FIRM

SIGNATURE OF PROPOSER

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

(____) _____
TELEPHONE NUMBER

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2021 by _____, on behalf of _____. She/He is personally known to me or has produced _____ as _____ identification.

Notary Public

Print Name

[SEAL]

**FORM 2B
PROPOSER'S CERTIFICATION
(if Partnership)**

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of _____
_____, a
partnership existing under the laws of the State of _____, held on
_____, 2022-01, the following resolution was duly passed and adopted:

“RESOLVED, that _____,
as _____ of the
Partnership, be and is hereby authorized to execute the proposal dated _____,
2021, to the Town of Surfside for RFP No. 2022-01 Disaster Debris Monitoring Services
from this partnership and that his execution of thereof, attested by the shall be the official
act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
2021.

Secretary

(SEAL)

FORM 3
SINGLE EXECUTION AFFIDAVITS
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID. THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF SURFSIDE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes,

means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County and Town of Surfside conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (the " Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods

or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As

provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Drug-Free Workplace Affidavit

Proposer hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/proposals are equal with respect to price, quality, and service. Proposer understands that in order to qualify as a drug-free workplace, proposer must:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- b) Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.
 - 1) Give each employee engaged in providing commodities or contractual services under the RFP a copy of the statement specified in subsection (1).
 - 2) Notify employees that, as a condition of working on the commodities or contractual services under the RFP, the employee must 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.
 - 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.
- The entity submitting this sworn statement is not a drug-free workplace.

Proposer Initials

Town Non-Discrimination Requirements Affidavit

Proposer understands that pursuant to Section 3-1.1 of the Code of the Town of Surfside, the Town will not enter into or award a contract to an entity engaged in a boycott.

Proposer understands that “Boycott” as defined under Section 3-1.1 of the Code of the Town of Surfside means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Proposer certifies that it is not engaged in a boycott, and is in full compliance with Section 3-1.1 of the Code of the Town of Surfside.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. 2022-01** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Commission or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS]**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____ 2021 by _____, on behalf of _____. She/He is personally known to me or has produced _____ as _____ identification.

Notary Public

Print Name

[SEAL]

**FORM 4
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal or Bid for the Town of Surfside.

Signed, sealed and delivered by:

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2021 by _____

_____, on behalf of _____. She/He is personally known to me or has _____ produced _____ as _____ identification.

Notary Public

Print Name

[SEAL]

FORM 5
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name _____

Date _____

By: _____
Signature of Authorized Representative

Name and Title of Authorized Representative

FORM 6
PROPOSER'S QUALIFICATIONS SURVEY

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

[Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided services similar to those specified herein to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in Disaster Debris Monitoring Services on a full time basis and shall have been in existence and continuous operation providing these services for a minimum of five (5) years]

1. List the true, exact and proper names of the company, partnership, corporation, and trade or fictitious name under which you do business and principals by names and titles:

Name of Firm: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES _____ NO _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your Firm been in business and so licensed? _____

4. If Proposer is an individual, corporation, company or a partnership, answer the following:

a. Date of Organization _____

b. Name, address and ownership units of all directors, officers, members, principals or partners:

Form 6 – Proposer’s Qualifications Survey (continued)

- c. State whether general or limited partnership: _____
- d. State whether a corporation or company _____. Date and State of incorporation _____.

If Proposer is other than an individual, corporation, company or partnership, describe the organization and give the name and address of principals.

- 5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
- 6. How many years has your firm been in business under its present business name?

- a. Under what other former names has your firm operated?

- b. Is the firm or its principals now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your Firm’s services or operations? If so list:

- 7. a. List the pertinent experience of the key individuals of your Firm (continue on insert sheet, if necessary).

- b. State the name of the individual(s) who will have personal supervision and key roles for the Services:

Form 6 – Proposer’s Qualifications Survey (continued)

8. List name and title of persons in your Firm who are authorized to enter into an Agreement with the Town of Surfside, Florida for the proposed Services should your Firm be the successful Proposer.

Name _____

Title _____

10. Describe your Firm's experience in providing services to other municipalities or governmental agencies similar to the services to be provided herein.

Attach additional sheets if necessary.

FORM 7
SMALL AND MINORITY BUSINESSES,
AND WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTORS

List all small and minority businesses and women's business enterprises that are to be hired and/or will be used in providing the Services. Please indicate the corresponding qualifying category (e.g. minority-owned, women's business enterprise, etc.) for each proposed subcontractor. Additional copies of this form may be completed and submitted as part of the Proposal Form Package as necessary.

Subcontractor Name: _____ *Subcontractor Name:* _____

Company Name: _____ *Company Name:* _____

Mailing Address: _____ *Mailing Address:* _____

City, State, Zip Code: _____ *City, State, Zip Code:* _____

Telephone: _____ *Telephone:* _____

Qualifying Category: _____ *Qualifying Category:* _____

Subcontractor Name: _____ *Subcontractor Name:* _____

Company Name: _____ *Company Name:* _____

Mailing Address: _____ *Mailing Address:* _____

City, State, Zip Code: _____ *City, State, Zip Code:* _____

Telephone: _____ *Telephone:* _____

Qualifying Category: _____ *Qualifying Category:* _____

Subcontractor Name: _____ *Subcontractor Name:* _____

Company Name: _____ *Company Name:* _____

Mailing Address: _____ *Mailing Address:* _____

City, State, Zip Code: _____ *City, State, Zip Code:* _____

Telephone: _____ *Telephone:* _____

Qualifying Category: _____ *Qualifying Category:* _____

FORM 8
PRICE SUBMITTAL SCHEDULE FORM

FORM 9
REFERENCE LIST
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Total Reimbursement Requested from FEMA, State, Insurance or Other Sources: _____

Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources: _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Total Reimbursement Requested from FEMA, State, Insurance or Other Sources: _____

Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources: _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Total Reimbursement Requested from FEMA, State, Insurance or Other Sources: _____

Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources: _____

Is the Contract still Active? Yes _____ **No** _____

FORM 10
FEDERALLY REQUIRED CLAUSES AFFIDAVIT
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS PROCUREMENT SHALL CONFORM IN ALL RESPECTS TO THE “FEDERALLY REQUIRED CLAUSES” INCLUDING, BUT NOT LIMITED TO THOSE CLAUSES LISTED BELOW. PROPOSER SHALL WARRANT THAT IT HAS READ, UNDERSTANDS, AND IS WILLING TO COMPLY OR ASSIST THE TOWN IN COMPLYING WITH ALL THE “FEDERALLY REQUIRED CLAUSES” LISTED BELOW. IN THE EVENT THE PROPOSER FAILS TO SWEAR TO ANY PART OF THIS AFFIDAVIT, THE PROPOSER SHALL BE DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL. THIS AFFIDAVIT IS SUBMITTED TO THE TOWN OF SURFSIDE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

A. 2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Proposer Initials

B. 2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §200.318 General procurement standards through 200.326 Contract provisions.

Proposer Initials

C. 2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling

price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Proposer Initials

D. 2 C.F.R. §200.319 - Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations.

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d)The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

Proposer Initials

E. 2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b)Affirmative steps must include:

- (1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3)Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5)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
- (6)Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Proposer Initials

F. 2 C.F.R. §200.322 - Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must 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 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.

Proposer Initials

G. 2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a)The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed,

the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

Proposer Initials

H. §200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Proposer Initials

I. 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and

convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) 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. See 2 C.F.R. Part 200, Appendix II, A.

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

2. Termination for Cause and Convenience.

a. 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. See 2 C.F.R. Part 200, Appendix II, B.

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

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

(a) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§ 60-1.3 defines a "federally assisted construction contract" as 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.

(b) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" 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.

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

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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 bylaw.
- (g) 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."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies 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. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

- (a) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R.

Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- (b) In accordance with the statute, contractors must be required to 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. In addition, contractors must be required to pay wages not less than once a week.
- (c) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (d) In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- (e) The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the contract clause listed under section 4(b), “Compliance with the Copeland “Anti-Kickback” Act.”

b. “Compliance with the Copeland “Anti-Kickback” Act.

- (a) 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.
- (b) 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.
- (c) 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.”

5. Contract Work Hours and Safety Standards Act.

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

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 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 do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“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 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.
- (b) 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.
- (c) 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.
- (d) 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 compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

a. 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.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity 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.

c. 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.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

(a) “Clean Air Act

- i. 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.
- ii. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. 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.

(b) Federal Water Pollution Control Act

- i. 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.
- ii. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. 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.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (a) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (b) The contract requires the approval of FEMA, regardless of amount.
 - (c) The contract is for federally-required audit services.
 - (d) 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.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of 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 (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor 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.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2C.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.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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 must 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 non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

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

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must 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). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) 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—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) 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>.”

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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 his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and

Exhibit "A"
Sample Agreement