



**THE CITY OF EDGEWOOD**

**REQUEST FOR PROPOSALS**

**for**

**RFP #2020-02 DEBRIS MONITORING & PUBLIC**

**ASSISTANCE CONSULTING SERVICES**

**RFP# 2020-02**

**DUE: June 17, 2020 – 11:00 a.m.**  
**OPEN: June 17, 2020 – 11:30 a.m.**

**Deliver or mail responses to:**  
**Bea Meeks, City Clerk**  
**City of Edgewood**  
**405 Bagshaw Way**  
**Edgewood, FL 32809**

**REQUEST FOR PROPOSALS (RFP)**  
**for**  
**DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES**

The City of Edgewood, FL (City) invites qualified firms (Respondent) to respond to this Request for Proposals (RFP) to provide Disaster Debris Monitoring & Public Assistance Services.

**Overview**

The City is seeking to enter into a stand-by agreement with a qualified firm to provide post-disaster Debris Monitoring and Public Assistance Consulting Services.

All services shall comply with current FEMA guidance and local, State, and Federal regulations. A comprehensive scope of work is included as Attachment B.

**SBE/MBE Participation**

Please note that the City encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

**Term** Initial Term of Contract (Three Years)

This contract shall commence on the first calendar day of the month following approval of the contract by the City Council, unless otherwise stipulated in the Notice of Award Letter distributed by the City and shall be contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be for a three year period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Option to Renew**

The city shall have the option to renew this contract for two (2) additional one (1) year periods. Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the City's intent to renew. At that time, the City may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The City reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

### **Designated Procurement Representative**

Questions concerning any portion of this solicitation should be directed in writing [fax and e-mail accepted] to the below named individual who will be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Bea Meeks – City Clerk  
405 Bagshaw Way  
Edgewood, FL 32809  
E-mail: bmeeks@edgewood-fl.gov  
407-851-7361 - fax

No answers given in response to questions submitted will be binding upon this solicitation unless released in writing as an addendum to the solicitation by the City of Edgewood.

### **Minimum Qualifications**

The Respondent must demonstrate the following:

1. experience managing hurricane debris monitoring projects for at least five government entities involving a minimum of 100,000 cubic yards of debris for each client in the past 5 years;
2. documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes;
3. experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting;
4. ability to provide an Automated Debris Management System (ADMS) to capture debris removal and disposal efforts; and
5. ability to deploy debris monitors within 72 hours from notice to proceed. When additional debris monitoring personnel are needed to meet requirements of the contract, Respondent shall increase the number of debris monitors as needed.

### **Proposal Format**

The Proposal should be limited to no more than 50 pages (exclusive of required forms) and address the following criteria in an organized, easily identifiable manner:

1. Cover Letter – Provide a cover letter that includes a brief introduction of the Respondent, why the Respondent believes they are uniquely qualified to provide the requested services, and contact information for the Respondent's primary point of contact.
2. Table of Contents – Provide a table of contents that identifies each section and sub-section of the Respondent's proposal.

3. Experience and Key Personnel – Provide detailed description of projects the Respondent has completed for services similar to those requested in this RFP. Identify key personnel, including an organizational chart and concise resumes for those individuals anticipated to serve the City on behalf of the Respondent.
4. Qualifications – Provide evidence that the firm meets the minimum qualifications required by this RFP and include a minimum of 3 references from clients whom the Respondent has provided similar services in the past 5 years. Please include the name of the client, contact information, contract term and value, and the amount of debris monitored. References from Florida clients are preferable.
5. Project Understanding and Approach – Provide a comprehensive understanding of the solicited services and the Respondent’s approach to providing these services.
6. Debris Management Systems and Training Manual – Provide a description of the ADMS system proposed for use in tracking debris collection and disposal operations. Include a copy of a debris monitoring training manual.
7. Form of Contract – The form of the Contract to be used by the City is attached hereto as Attachment A along with Exhibits A – E. The Respondent must include a statement that it has reviewed Attachment A and Exhibits A – E and agrees to be bound by the terms and conditions.
8. Complete and submit with the Proposal the following forms:
  - a. Fee Schedule – Exhibit D to Attachment A
  - b. Drug Free Workplace Certification – Attachment B
  - c. Equal Employment Opportunity Certification – Attachment C
  - d. Non-Collusion Oath – Attachment D
  - e. Good Faith Affidavit – Attachment E
9. All proposals shall be in **spiral binding, soft covered presentation binder, or stapled in the upper left hand corner** with all pages 8.5" x 11". **Please do not submit hard covered binders.**
10. One (1) original and three (3) copies and one (1) digital copy in USB form of the proposal shall be required with the original signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration. The original shall be clearly marked as “Original”.

### **Selection Criteria**

The following weighted criteria will be utilized to select the Respondent awarded this contract.

Key Personnel and Past Project Experience	25
Qualifications of the Firm	20
Project Understanding and Approach	25
Management Systems / Training Manual	10
Cost Proposal/Unit Rates	20
<b>TOTAL</b>	<b>100</b>

**Presentations**

Presentations from the top-ranked respondents may be requested at the City’s discretion if the City is unable to determine an awardee based on proposal alone.

**Terms and Conditions**

The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposer if the successful offer fails to execute a contract within (10) days of approval by the City.

The City reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of thirty (30) days, to provide to the City the services set forth in this RFP, or until one or more of the Respondents have been awarded.

Costs of preparation of a response to this request for proposals are solely those of the proposer. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardee’s place of business to the City, for purposes of inspection, reproduction and audit without restriction.

**Attachments and Exhibits:**

**Attachment A** – Contract Agreement for Debris Monitoring & Public Assistance Consulting Services

- **Exhibit A to Attachment A** – Respondent’s Response to the RFP
- **Exhibit B to Attachment A** – Scope of Work
- **Exhibit C to Attachment A** -- Additional FEMA Contractual Provisions
- **Exhibit D to Attachment A** – Fee Schedule
- **Exhibit E to Attachment A** – Certification Regarding Lobbying (Byrd Anti-Lobbying)

**Attachment B** -- Drug Free Workplace Certification

**Attachment C** – Conflict of Interest Disclosure Statement

**Attachment D** – Non-Collusion Affidavit

**Attachment E** – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ATTACHMENT A



**AGREEMENT FOR DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES**  
between  
**THE CITY OF EDGEWOOD**  
and

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This Agreement is dated \_\_\_\_\_, 2020 (the “Effective Date”) and is between the **City of Edgewood, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida (the “City”), and \_\_\_\_\_ **[business name]**, a \_\_\_\_\_ **[type of corporation/company]**, (the “Contractor”).

The City issued **RFP #2020-02 Debris Monitoring & Public Assistance Consulting Services** (the “RFP”), pursuant to which the City has selected the Contractor to perform some or all of the services set forth in the RFP.

The City and the Contractor therefore agree as follows:

1. **Scope of Services; Agreement Documents.**

a. The Contractor shall diligently and timely perform the Scope of Services requested by the City in **Exhibit B** under the terms of this Agreement and the Exhibits hereto. The City may request changes or amendments to the Scope of Services. Such changes will not be binding unless mutually agreed to in writing and signed by the City and the Contractor.

b. This Agreement, together with **Exhibits A-E** attached hereto and all of which are incorporated herein by this reference, shall comprise the entire Agreement. This Agreement and the following attachments shall together be referred to as the “Agreement Documents:”

- **Exhibit A** – Contractor’s Response to the RFP
- **Exhibit B** – Scope of Work
- **Exhibit C** -- Additional FEMA Contractual Provisions
- **Exhibit D** – Fee Schedule
- **Exhibit E** – Certification Regarding Lobbying (Byrd Anti-Lobbying)

Upon discovery the City or the Contractor shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of Agreement Documents and shall cooperate in effecting a resolution. In the event the parties disagree regarding the resolution, the City shall make the final determination regarding which document and which terms and conditions govern.

2. **Term**. The initial term of this Agreement shall be for three (3) years, beginning on the Effective Date and ending on \_\_\_\_\_. The city shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the City’s intent to renew. At that time, the City may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). It is the vendor’s responsibility to request any pricing adjustment in writing under this provision. The vendor’s written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

3. **Payment**. The Contractor is to provide with each invoice submitted to the City a detailed daily description of all work performed, including but not limited to, all hauling load/trip tickets - separated in an electronic format capable of saving and sending in a common electronic means, i.e., excel spreadsheet. All invoices received by the City are payable within thirty days from the date of receipt, provided they have first been approved by the Mayor or his designee. The amount of payment shall be based on the approved fee schedule attached hereto as **Exhibit D**.

4. **Taxes**. The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workman’s compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this Agreement.

5. **Termination for Convenience**. The City may for any reason whatsoever terminate this Agreement upon ten days written notice to the Contractor. In the event of termination, the Contractor shall cease work and shall deliver to the City all documents, including reports, surveys, plans, tracings, specifications, and all other data and material prepared or obtained by the Contractor in connection with this Agreement. The City shall, upon delivery of the aforesaid documents, pay the Contractor for work completed through the date of termination and which is



approved by the City. Payment for work completed will constitute payment in full for services performed by Contractor.

6. **Indemnification and Limitation of Liability.**

a. The Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, contractors, employees, and council members from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from: (i) the performance of services by the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (ii) breach of the terms of this Agreement by the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (iii) violations of applicable law by any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (iv) disease or death of third parties (including City employees and agents and those of the Contractor), or (v) damage to property to the extent attributable to the negligence or willful misconduct of the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable.

b. The Contractor expressly waives all claims against the City, and its officers, directors, agents, contractors, employees, and council members for any loss, damage, personal injury or death occurring as a consequence of the Contractor's activities or the performance of services under this Agreement.

c. In no event shall the City be liable to the Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

d. The City shall not assume any liability for the acts, omissions, or negligence of the Contractor its agents, servants, employees, or subcontractors. In all instances, the Contractor shall be responsible for any injury or property damage resulting from any activities conducted by the Contractor.

e. The City's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the City beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of City's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law.

7. **Insurance.**

a. The Contractor shall, at its expense, procure and maintain during the term of this Agreement insurance approved by City of the following types or such other insurance as the City may require from time to time:

- (1) **Worker's Compensation:** statutory benefits, as required by law.
- (2) **Employer's Liability:** limits of One Hundred Thousand Dollars (\$100,000) bodily injury by accident, injury and disease, and a Five Hundred Thousand Dollar (\$500,000) policy aggregate limit.
- (3) **Comprehensive General Liability:** in an amount of at least One Million Dollars (\$1,000,000.00) for injuries, including but not limited to wrongful and accidental death per person and Five Million Dollars (\$5,000,000.00) for any one accident, and property damage insurance in an amount of at least One Million Dollars (\$1,000,000.00).
- (4) **Comprehensive Automobile Liability:** in an amount of at least One Million Dollars (\$1,000,000.00) bodily injury for each person and Five Million Dollars (\$5,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) Property Damage for each accident.
- (5) **Professional Liability/Errors and Omissions:** One Million Dollars (\$1,000,000.00), with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00). The errors and omissions policy shall be in effect and shall insure against the Consultant's negligent acts, errors or omissions relating to the services performed under this Agreement. Consultant shall include the City as an additional insured under the policy terms and conditions.

b. On or before the Effective Date, the Contractor shall furnish the City certificates of insurance evidencing compliance with the coverage requirements in this section and allowing thirty days' written notice of any change, cancellation, or non-renewal. The certificates must contain the following words: "*Should any of the above described policies be canceled before the expiration date, the issuing company will mail a thirty-day notice to the certificate holder named herein.*" Thereafter the Contractor shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

8. **Compliance with Federal, State, and Local Laws.** The Contractor shall comply with all applicable federal, state, and local laws and ordinances.

9. **Ownership of Documents.** All documents, including detailed reports, plans, original tracings, specifications, and all other data, prepared or obtained by the Contractor in connection with the services hereunder shall be delivered to, and shall become the property of the City prior to the final payment to or upon completion of work by the Contractor.

10. **Public Records.** To the extent Contractor is acting on behalf of the City as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:

- (1) Keep and maintain public records required by the City to perform the services under this Agreement.

- (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- (4) Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

b. If the Contractor fails to provide the public records to the City within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the City may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

c. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (407-851-2820, [bmeeks@edgewood-fl.gov](mailto:bmeeks@edgewood-fl.gov), 405 BAGSHAW WAY EDGEWOOD, FLORIDA 32809**

11. **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

12. **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

13. **Modification; Waiver.** No provision of this Agreement may be modified, waived, or discharged unless that modification, waiver, or discharge is agreed to in writing signed by both parties, and if necessary, approved by the City Council of the City of Edgewood. No waiver by either party of any breach of this Agreement by the other party will constitute a waiver of any other breach occurring at the same time or before or after.

14. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

15. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

16. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the services to be performed under the RFP. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.

17. **Notices.**

*a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to subsection 17.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Section 17.c.*

*b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 17.*

**As to City :**

City of Edgewood  
Bea Meeks, City Clerk  
405 Bagshaw Way  
Edgewood, Florida 32809  
bmeeks@edgewood-fl.gov  
407-851-2920

**As to Contractor:**

c. **Subject to Section 17.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:**

- (1) if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
- (2) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.

d. **If a notice or other communication is received after 4:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.**

e. **Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.**

18. **Assignability.** The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in same, whether by assignment or novation, without the prior written approval of the City.

19. **Independent Contractor.** The Contractor is and shall remain an independent contractor and not an employee of the City.

Authorized parties are signing this Agreement as of the Effective Date stated in the introductory clause.

**City of Edgewood:** \_\_\_\_\_:

By: \_\_\_\_\_  
Name: John Dowless  
Title: Mayor

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A to Attachment A– Contractor’s Response to the RFP**

**Exhibit B to Attachment A**  
**Debris Monitoring and Public Assistance Consulting Services Scope of Work**

**General**

- A. RESPONDENT shall provide disaster management, debris monitoring, and Public Assistance Program support services in order to assist the CITY with disaster recovery operations, including monitoring the operations of the disaster debris removal and disposal contractor(s). The CITY shall provide a Debris Manager to work directly with the Debris Removal Contractor and the RESPONDENT. The CITY and/or its debris removal and disposal contractor shall provide debris management site(s) (DMS) for temporary storage and processing of storm debris.
- B. The RESPONDENT is knowledgeable in Federal Emergency Management Agency (FEMA) and other applicable regulations, guidelines and operating policies. The RESPONDENT shall support the CITY during a disaster recovery effort and shall be responsible for all aspects of the debris monitoring process. The RESPONDENT shall coordinate with the disaster debris removal Contractor(s) and the CITY to ensure a compliant, well-managed and organized approach to debris collection and disposal that conform to FEMA guidelines.
- C. The RESPONDENT shall oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:
- The Stafford Act, Section 407
  - The Stafford Act, Section 406
  - 44 CFR § 206.224
  - PA Program and Policy Guide FP104-009-2 / January 2016
  - FEMA 321, Public Assistance Policy Digest
  - FEMA 322, Public Assistance Guide
  - FEMA 325, Debris Management Guide
  - FEMA 327, Debris Monitoring Guide
  - FEMA Disaster Assistance Policy 9523.4, Demolition of Private Structures
  - FEMA Disaster Recovery Policy 9523.11, Hazardous Stump Extraction and Removal Eligibility
  - FEMA Disaster Recovery Policy 9523.12, Debris Operations – Hand Loaded Trucks and Trailers
  - FEMA Disaster Assistance Policy 9523.13, Debris Removal from Private Property
  - FEMA Disaster Assistance Policy 9526.1, Hazard Mitigation Under Section 406 of the Stafford Act
  - FEMA Disaster Specific Guidance – as Published specifically for this disaster declaration
- D. At the request of the CITY, RESPONDENT shall provide pre-event assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. If requested by the CITY, RESPONDENT shall, at no cost to the CITY:
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
  - Participate in annual workshop or planning meetings with CITY representatives and debris removal contractor(s) to establish/review applicable policies and procedures.

- E. The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring, Load Ticket Processing, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Data Compilation and Reporting, Debris Contractor Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the CITY Debris Manager, Public Assistance and FEMA HMGP support and other related services as outlined in this Scope of Services, and as directed by the CITY.

### **Debris Monitoring and Administration**

- A. The RESPONDENT shall appoint a qualified and experienced Project Manager for overall coordination and communication with the CITY. The Project Manager shall remain on the job and available to the CITY at all times during the operational phases of the debris collection and disposal project. RESPONDENT shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites, debris management sites and/or final disposal sites. RESPONDENT shall remove and replace employees immediately upon notice from the CITY Debris Manager for conduct or actions not in keeping with the Agreement.
- B. Examples of project management and administrative responsibilities include but are not limited to:
  - 1. Coordinate daily briefings with key operational staff, CITY staff and debris removal contractor(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and contractors. Meetings shall be scheduled so that they shall not impede, hinder nor delay the debris removal contractor(s) or debris removal operations.
  - 2. Provide a daily report of debris removal contractor total loads, cubic yards collected by debris type, a map of streets where debris has been collected, and other key operational statistics to the CITY Debris Manager or designee.
  - 3. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
  - 4. Hire, train, deploy and supervise all field collection monitors and staff.
  - 5. Conduct debris surveys and perform debris estimation by debris types as requested by the CITY.
  - 6. Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
  - 7. Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal. RESPONDENT shall maintain, and make available to the CITY, a detailed GIS database of customer complaints and resolutions.
  - 8. Make all reasonable efforts to ensure that DMS have access control and security. Conduct end of the day duties and verify that all vehicles have left the DMS at the specified time established by the CITY.
  - 9. Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
  - 10. Schedule work for all team members and sub-contractors on a daily basis.
  - 11. Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.



12. Monitor the debris removal contractor(s) and DMS(s) for compliance with their contract with the CITY.
13. Provide training to CITY staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris removal contractor(s), County, state and federal agencies.
14. Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement.
15. Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners and debris types.
16. Prepare daily tracking reports to document debris removal, DMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris removal contractor invoices.
17. Compile records and assist the CITY with the preparation of required forms for reimbursement.
18. If requested by the CITY, provide call center operators to receive and process calls from customers with disaster debris collection concerns within the CITY.

## **Collection Monitoring**

- A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The RESPONDENT shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed.
- B. The RESPONDENT shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the CITY. This team shall monitor the debris contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the CITY through their Project Manager. All field team members shall be equipped by the RESPONDENT with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- C. The RESPONDENT shall establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:
  1. Verifying that all debris picked up is a direct result of the disaster.
  2. Accurately recording the addresses, streets and locations where debris was collected.
  3. Verifying that the debris removal contractor(s) are working in their assigned collection areas and roads.
  4. RESPONDENT shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The RESPONDENT shall immediately notify the CITY Debris Manager to review the matter and provide final resolution.
  5. Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
  6. Assuring compliance with CITY contracts by all debris removal contractors and subcontractors.

7. Identifying eligible stumps, hangers and leaners. Coordinating with the CITY and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc.) is completed for reimbursement purposes.
8. Making all reasonable efforts to ensure that its employees and subcontractor(s) are working in compliance with all federal, state and local safety regulations appropriate for the task being performed.
9. Coordinating with the CITY to respond to problems in the field, such as property damage complaints, debris removal crew issues, other citizen complaints, etc.
10. Neither the services performed by the RESPONDENT under this Agreement nor the presence of RESPONDENT nor its employees and subcontractors at any site in performance of its services shall relieve debris removal contractor or their subcontractors, the CITY or any other entity of their obligations duties and responsibilities with respect to job site safety. RESPONDENT has no authority to exercise any control over the debris removal contractor or their subcontractors, the CITY or any other entity in connection with any health or safety precautions. CITY shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal contractor or their subcontractors or any other entity except to the extent relating to RESPONDENT's employees.

### **Automated Debris Management System (ADMS)**

- A. The electronic debris management system shall at a minimum create load tickets electronically eliminating the need for hand-written and scanned tickets. The system features shall include the following:
  1. Paperless electronic (handheld device) data collection
  2. Database shall be internet accessible to subcontractors, CITY, state, and other public entities on a need to know basis.
  3. Minimal manual entry of load ticket data fields.
  4. Automation of debris pickup location through use of satellite / GPS technologies.
  5. Evaluation of daily event status using web-based reporting and GIS tools.
  6. Facilitation of contractor invoice reconciliation, FEMA documentation and applicant payment process enabled thru an integrated database management system.

### **Debris Management Site Monitoring**

- A. The RESPONDENT shall be capable of conducting pre- and post-use environmental monitoring of the temporary Debris Management Site (DMS) locations to detect environmental contamination of the DMS, present before use or after closeout of DMS operations, if requested by the CITY. (Note: This is a service typically performed by the debris removal contractor.)
- B. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the RESPONDENT. The RESPONDENT shall assure that DMS and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).

- C. The RESPONDENT shall provide DMS monitors to observe debris unloading operations at the CITY's designated DMS(s). RESPONDENT will provide DMS monitors available 24 hours per day, seven days per week. The CITY will determine hours of operation. A minimum of two DMS monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the DMS to assure efficient traffic flow and proper handling of load tickets that document data for FEMA reimbursement (such as vehicle volume, type of debris, etc.). The RESPONDENT shall observe vehicles entering and exiting the DMS, and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.). DMS monitors are expected to provide load quantifications consistent with FEMA monitors that may frequent the site.
- D. The RESPONDENT's Project Manager or designee shall conduct field quality inspections to check and verify information on debris removal and at DMS locations throughout the CITY.
- E. Examples of DMS monitoring tasks include but shall not be limited to:
  - 1. Keeping accurate records of debris vehicles, cubic yard volume quantifications, time in and out, number of loads per day and other data as requested by CITY.
  - 2. Coordinating with local, state and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
  - 3. Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
  - 4. Providing personnel to supervise the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
  - 5. Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, and assuring that all vehicles have left the DMS.

### **Debris Vehicle & Equipment Certification**

- A. All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The RESPONDENT shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the RESPONDENT on behalf of the CITY and provided to the CITY upon their request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy.
- B. The RESPONDENT shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The RESPONDENT shall complete a Vehicle Certification Form for each vehicle. The original Vehicle Certification Form shall be delivered to the CITY's Debris Manager or designee. The Vehicle Certification Form shall have the following information:
  - 1. Vehicle make, model
  - 2. Length

3. Width
  4. Height
  5. Volume in cubic yards
  6. Weight in tons, if applicable
  7. Tag number of vehicle
  8. VIN number of vehicle
  9. Vehicle type
  10. Driver name
  11. Sub-Contractor representative name
  12. Certification monitor name certifying vehicle
  13. Date
  14. Vehicle certification number
- C. When a certification monitor signs a vehicle certification, he or she is certifying that to the best of his or her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The RESPONDENT's Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the CITY's Debris Manager or designee.

**Private Property Debris Removal and Demolition (if required)**

- A. Authority - Sections 403(a)(3)(A) and 407 of the Stafford Act, 42 U.S.C. 5170(b) and 5173, respectively, provide FEMA authority to fund debris removal from private property provided that the State or local government arranges an unconditional authorization for removal of the debris, and agrees to indemnify the Federal government against any claims arising from the removal. Any State or local government that intends to seek reimbursement to remove debris from private property within a designated area shall, prior to the commencement of the work, submit a written request for reimbursement to, and receive approval from, the Federal Coordinating Officer (FCO). Specifics related to the request may be found in FEMA Disaster Assistance Policy 9523.13. The FCO must make the determination that such work is in the public interest (44 CFR 206.224). After receiving approval from the FCO, the State or local government may begin identifying properties and site-specific scopes of work for private property debris removal.
- B. Private Property Debris Removal – The RESPONDENT shall make every reasonable effort to ensure that the debris removal contractor shall adhere to the documentation requirements of FEMA 325, Debris Management Guide, Chapter 4. The RESPONDENT shall assist the CITY in obtaining a signed Right-of-Entry and Hold Harmless (ROE/HH) agreement from each property owner where debris removal shall occur. The ROE/HH agreement shall also include notification and acknowledgement related to potential duplication of benefits related to insurance. The RESPONDENT shall take photos of each property to document its condition prior to the work and conduct a property-specific assessment to establish eligible items of work that present an immediate threat to public health and safety. The RESPONDENT shall take an additional photo to document the property's condition after conclusion of the debris removal process. Debris shall be quantified and monitored in the same manner as right-of-way debris once it leaves the private property location.

- C. Demolition of Private Structures - The RESPONDENT shall make every reasonable effort to ensure that the debris removal contractor shall adhere to the documentation requirements of FEMA 325, Debris Management Guide, Chapter 4. The RESPONDENT shall assist the CITY's formal condemnation process as required. The RESPONDENT shall assist the CITY in getting a signed ROE/HH agreement from each property owner where demolition shall occur. The RESPONDENT shall take photos of each property prior to demolition to document the condition of the property prior to commencement of the work. The RESPONDENT shall take an additional photo to document the property's condition after the conclusion of the demolition and debris removal processes. The RESPONDENT shall assist the CITY with assessments or other certifications that the structures are determined to be unsafe or pose an immediate threat to the public, based on local ordinances or building codes. The RESPONDENT may assist the CITY with delivery of Notices of Demolition to available property owners. The RESPONDENT shall assist the CITY with Notices of Intent to Demolish to be placed on each property to be demolished. At the CITY's request, the RESPONDENT shall conduct an environmental review for designated properties to assess potential hazardous waste streams.

### **Public Information Assistance**

- A. The RESPONDENT shall provide regular status updates, frequency determined by the CITY, to the CITY's Debris Manager for public information use.
- B. The RESPONDENT shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). Upon request of the CITY, the RESPONDENT may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.
- C. The RESPONDENT shall provide the CITY's Debris Manager and the debris contractor(s) with daily Disaster Debris Status Reports, in a format to be approved by the CITY. Each daily report shall contain the following:
1. Overview of daily activities including status of damage complaints
  2. Cumulative debris totals by day
  3. Summary of mulch removal efforts (cumulative and by debris site)
  4. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
  5. Stump volume by site, if applicable

This reporting is due no later than 12:00 noon the following business day or as requested by the CITY. Additional debris streams may be added on an as-needed basis.

- D. The RESPONDENT shall track overall collection status and include with the Daily Reports.

## **Database Reporting**

- A. The RESPONDENT shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data into electronic formats to support federal, state and local reimbursements, and subsequent audits.
- B. A single database shall be created by the RESPONDENT. This database shall include all information on debris removal and disposal including but not limited to:
  - 1. Complete load ticket information,
  - 2. Vehicle certification information,
  - 3. Stump removal information,
  - 4. Hanger removal data,
  - 5. Leaner removal information.
  - 6. Other debris removal information as required.

## **Payment Monitoring and Reconciliation Process**

The RESPONDENT shall review, validate and reconcile debris removal contractor(s) invoices prior to submission to the CITY for processing. The RESPONDENT shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the CITY and debris removal contractor(s) representatives. All invoices from the debris removal contractor(s) shall be directed to the RESPONDENT. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the RESPONDENT to be accepted or rejected. The RESPONDENT shall notify the CITY and the debris contractor, the acceptance or rejection of the invoices. Once accepted invoices are reconciled the RESPONDENT shall submit a payment recommendation to the CITY. If the invoice is rejected, the monitoring RESPONDENT shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately.

## **Public Assistance Consulting Services**

- A. Federal Funding: RESPONDENT shall work on behalf of the CITY to provide applicable documentation, technical assistance, and negotiations required to maximize the eligible activities to be funded by the Public Assistance Program including, Categories A through G, 406 mitigation and the 404 (HMGP) Grant Programs awarded to the State. If authorized by the CITY, RESPONDENT shall provide consultation and Federal program expertise to identify all eligible activities for FEMA / Federal Funding to repair, restore, and mitigate the local public infrastructure impacted and vulnerable to the hazards of current and future incidents. RESPONDENT shall work with the State Level Grantee and FEMA to maximize the eligible Public Assistance recovery and HMGP mitigation activities and shall assist in identifying other federal or state level funding sources that may also be utilized such as the NRCS, HUD and USEPA and support with grant development and submittal.
- B. Public Assistance consulting services may include, but not be limited to the following:
  - 1. Identification of eligible emergency and permanent work.
  - 2. Damage assessments.
  - 3. Immediate Needs Funding assistance.
  - 4. Project management and recovery workload prioritization.

5. Loss Measurement and categorization.
6. Insurance evaluation, adjustment and settlement support services.
7. Project Worksheet development and review.
8. Quarterly reporting.
9. Federal and state reimbursement support.
10. Staff augmentation.
11. Inspection and Engineering support services.
12. Appeals services and negotiations.
13. Reconstruction and long-term infrastructure planning.
14. Grant development, review, and submittal.
15. Grant management.
16. Mitigation funding support and pursuit identification.

**EXHIBIT C TO ATTACHMENT A  
ADDITIONAL CONTRACTUAL PROVISIONS FOR FEMA RELATED PROJECTS**

**Equal Employment Opportunity**

During the performance of this contract, the Respondent agrees as follows:

- (1) The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Respondent 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 Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Respondent 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 Respondent's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Respondent 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.
- (5) The Respondent 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.
- (6) In the event of the Respondent'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 Respondent may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Respondent 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 Respondent 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 the Respondent becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Respondent may request the United States to enter into such litigation to protect the interests of the United States."

### **Copeland Anti-Kickback Act**

#### Compliance with the Copeland "Anti-Kickback" Act.

- (1) Respondent. The Respondent shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.P.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Respondent 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 Respondent shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Respondent and subcontractor as provided in 29 C.P.R. § 5.12."

### **Contract Work Hours and Safety Standards Act**

#### Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No Respondent or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Respondent and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Respondent and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Town of Windermere 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 Respondent or subcontractor under any such contract or any other Federal contract with the same prime

Respondent, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Respondent, such sums as may be determined to be necessary to satisfy any liabilities of such Respondent or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The Respondent 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 Respondent 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."

### **Clean Air Act**

- (1) The Respondent 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.
- (2) The Respondent 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.
- (3) The Respondent agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

- (1) The Respondent 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) The Respondent 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.
- (3) The Respondent agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Suspension and Debarment**

- (1) 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 Respondent is required to verify that none of the Respondents, 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) The Respondent 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 Respondent did not comply with 2 C.P.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 Respondent agrees to comply with the requirements of 2 C.P.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.

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

Respondents who apply or bid for an award of \$25,000 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."

**Procurement of Recovered Materials**

- (1) In the performance of this contract, the Respondent 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 is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**Access to Record**

- (1) The Respondent 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 Respondent which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Respondent 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 Respondent 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."

**DRS Seal, Logo, and Flags**

The Respondent shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre• approval.

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

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Respondent will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation by Federal Government.**

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

**Program Fraud and False or Fraudulent Statements or Related Acts**

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

**EXHIBIT D TO ATTACHMENT A  
FEE SCHEDULE**

<b>Debris Monitoring Operations</b>		
<b>Description</b>	<b>Unit</b>	<b>Rate per Hour</b>
Project Manager	Hour	
Operations Manager	Hour	
Field Supervisor	Hour	
Tower Monitor	Hour	
Field Monitor	Hour	
Clerical / Administrative Assistant	Hour	
Data/GIS Specialist	Hour	
Environmental Specialist	Hour	
Billing/Invoice Analyst	Hour	
FEMA Specialist	Hour	
<b>Public Assistance/Grants Management</b>		
<b>Description</b>	<b>Unit</b>	<b>Rate per Hour</b>
Program Manager	Hour	
Grants Management Consultant	Hour	
Consultant/Scientist/Planner/Engineer	Hour	
Benefit Cost Analysis Specialist	Hour	
GIS / HAZUS Specialist	Hour	
Field Technician	Hour	
Administrative Specialist	Hour	

\*\*\*Additional Public Assistance/Grants Management roles/rates may be provided if necessary. Each additional role must include a detailed description of the services to be provided.

**EXHIBIT E TO ATTACHMENT A**  
**Certification Regarding Lobbying (Byrd Anti-Lobbying)**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING (Byrd Anti-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 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 \_\_\_\_\_

**ATTACHMENT B**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that my firm:

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

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

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

***This document must be completed and returned with your Submittal. Inability or refusal to sign this document will deem your offer non-responsive per***

**ATTACHMENT C**

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposals or bids any personal or organizational conflicts of interest pursuant to all federal regulations applicable to the work contemplated by this RFP, including but not limited to all conflicts contemplated by 2 CFR 200.318(c)(1), and whether any officer, director, employee or agent is also an officer or an employee of the City of Edgewood City Council. All proposers must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the City of Edgewood City Council. All proposers must disclose the name of any City officer or employee who owns, directly or indirectly, any interest of five percent (5%) or more in the firm or any of its branches or affiliates. All proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this RFP. All proposers are also required to include a disclosure statement of any potential conflicts of interest that the proposer may have due to other clients, contracts, or interests associated with the performance of services under this RFP and any resulting Contract. Use additional sheets if necessary.

Description of any personal or organizational conflicts of interest pursuant to all federal regulations applicable to the work contemplated by this RFP:

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

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

\_\_\_\_\_

Names of Officer, Partner, Director or Proprietor who is the spouse or child of a Board member:

\_\_\_\_\_

Names of City Officer or Employee that owns 5% or more in Proposer's Firm:

\_\_\_\_\_

Names of applicable person(s) who have received compensation:

\_\_\_\_\_

Description of potential conflict(s) with other clients, contracts or interests:

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

None of the above applicable: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Proposer Name \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_



**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_, of the County of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am with the Firm of \_\_\_\_\_ providing this proposal in response to the Request for Proposals for Debris Monitoring and Public Assistance Consultation Services, and that I executed the said proposal with full authority to do so.
2. This proposal has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other proposer, responder or with any competitor; and no attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that City of Edgewood relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this RFP.

\_\_\_\_\_  
Signature of Proposer Representative

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_ personally appeared  
before me, the  
undersigned authority, who, after first being sworn by me affixed his/her signature in the space provided  
on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_, and ( ) is personally known to me or ( )  
provided \_\_\_\_\_ as proof of  
identification.

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

\_\_\_\_\_  
My Commission Expires

**ATTACHMENT E**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION FORM**

The proposer, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the proposer is unable to certify to the above statement, the proposer shall attach an explanation to this form.

Proposer:

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title

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

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

\_\_\_\_\_  
Date