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## REQUEST FOR PROPOSALS #54-22 Disaster Recovery Consulting Services

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August 22, 2022

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Clearwater (City) until **10:00 AM, Local Time, September 20, 2022**, to provide **Disaster Recovery Consulting Services**.

**Brief Description:** The City of Clearwater is soliciting proposals from qualified and experienced consulting firms to provide Disaster Recovery Consulting Services in accordance with applicable regulations by the Federal Emergency Management Administration (FEMA).

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the Procurement Division until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at:

<https://www.myclearwater.com/business/rfp>

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

**General, Process, or Technical Questions concerning this solicitation should be directed, IN WRITING, to the Procurement contact below:**

**This Request for Proposals is issued by:**

**Lori Vogel, CPPB**  
**Procurement Manager**  
[Lori.vogel@myclearwater.com](mailto:Lori.vogel@myclearwater.com)

Procurement Division  
100 S Myrtle Ave  
Clearwater FL 33756-5520  
PO Box 4748, 33758-4748  
727-562-4633 Tel

## INSTRUCTIONS

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i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact listed on Page 1. Questions should be submitted in writing via letter, fax or email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their proposal.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

i.3 **VENDOR CONFERENCE / SITE VISIT:**  Yes  No  
**Mandatory Attendance:**  Yes  No

If so designated above, attendance is mandatory as a condition of submitting a proposal. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** September 20, 2022  
**Time:** 10:00 AM (Local Time)

The City will open all proposals properly and timely submitted and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, proposals are available for inspection by contacting the Procurement Division.

i.5 **PROPOSAL FIRM TIME:** 120 Days from Opening

Proposal shall remain firm and unaltered after opening for the number of days shown above. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

i.6 **PROPOSAL SECURITY:**  Yes \$ 0.00  No

If so designated above, a proposal security in the amount specified must be submitted with the proposal. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Clearwater (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such proposal security shall be forfeited to the City of Clearwater should the proposer selected fail to execute a contract when requested.

**PERFORMANCE SECURITY:**  Yes \$ 0.00  No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, cashier's check or money order payable to the City of Clearwater (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if

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any, will be returned to Contractor upon the expiration or termination of the contract.

- i.7 **SUBMIT PROPOSALS TO:** It is recommended that proposals are submitted electronically through our bids website at <https://www.myclearwater.com/business/rfp>.

Proposers may mail or hand-deliver proposals to the address below. E-mail or fax submissions will not be accepted. Use label at the end of this solicitation package

City of Clearwater  
Attn: Procurement Division  
100 S Myrtle Ave, 3<sup>rd</sup> Fl, Clearwater FL 33756-5520  
or  
PO Box 4748, Clearwater FL 33758-4748

Proposals will be received at this address. Proposers may mail or hand-deliver proposals; e-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

- i.8 **LATE PROPOSALS.** The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The proposer agrees to accept the time stamp in the City's Procurement Office as the official time.

- i.9 **LOBBYING; LOBBYING NO-CONTACT PERIOD; QUESTIONS REGARDING SOLICITATION.** From the time a competitive solicitation is posted until such time as the contract is awarded by the city or the solicitation is cancelled, all bidders, offerors, respondents, including their employees, representatives, and other individuals acting on their behalf, shall be prohibited from lobbying city officers, city employees, and evaluation committee members.

Violation of this section may result in rejection/disqualification from award of the contract arising out of the competitive solicitation.

All questions regarding the competitive solicitation must be directed to the procurement manager or designee, who will respond in writing and post such response to ensure that all respondents receive the same information during the No-Contact Period.

The penalty for violating the No-Contact Period may include suspension or debarment

- i.10 **COMMENCEMENT OF WORK.** If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk.

- i.11 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than (seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.

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- i.12 **FORM AND CONTENT OF PROPOSALS.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of each proposal are required. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the proposal be submitted. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.
- i.13 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.
- i.14 **MODIFICATION / WITHDRAWAL OF PROPOSAL.** Written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.15 **DEBARMENT DISCLOSURE.** If the vendor submitting a proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.16 **RESERVATIONS.** The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
- i.17 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

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- i.18 **COPYING OF PROPOSALS.** Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.
- i.19 **CONTRACTOR ETHICS.** It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.
- To achieve this purpose, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:
- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
  - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.20 **GIFTS.** The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.
- i.21 **RIGHT TO PROTEST.** Pursuant to Section 2.562(3), Clearwater Code of Ordinances, a bidder who submitted a response to a competitive solicitation and was not selected may appeal the decision through the bid protest procedures, a copy of which shall be available in the Procurement Division. A protesting bidder must include a fee of one percent of the amount of the bid or proposed contract to offset the City's additional expenses related to the protest. This fee shall not exceed \$5,000.00 nor be less than \$50.00. Full refund will be provided should the protest be upheld. No partial refunds will be made.

**ADDRESS PROTESTS TO:**

**City of Clearwater - Procurement Division  
100 So Myrtle Ave, 3<sup>rd</sup> Fl  
Clearwater FL 33756-5520  
or  
PO Box 4748  
Clearwater FL 33758-4748**

## INSTRUCTIONS – EVALUATION

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- i.22 **EVALUATION PROCESS.** Proposals will be reviewed by a screening committee comprised of City employees. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.
- i.23 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three (3) categories of information: responsiveness, responsibility, the technical proposal/price. All proposals must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
  - b) **Responsibility.** The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
  - c) **Technical Proposal.** The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
  - d) If less than three (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

For this RFP, the criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Demonstrated Experience of the Firm	30
Qualification of the Project Team	30
Project Plan / Approach	20
References	10
Cost of Services	10

- i.24 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest ranked proposals based on evaluation against the evaluation criteria. Short-listed proposers may be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the ranking of shortlisted firms.
- i.25 **PRESENTATIONS/INTERVIEWS** Presentations and/or interviews may be requested at the City's discretion. The location for these presentations and/or interviews will be determined by the City and may be held virtually.

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## INSTRUCTIONS – EVALUATION

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- i.26 **BEST & FINAL OFFERS.** The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals and should submit their best offer based on the terms and conditions set forth in this solicitation.
- i.27 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.
- i.28 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
- i.29 **NOTICE OF INTENT TO AWARD.** Notices of the City’s intent to award a Contract are posted to Purchasing’s website. **It is the proposer’s responsibility to check the City of Clearwater’s website at <https://www.myclearwater.com/business/rfp> to view relevant RFP information and notices.**
- i.30 **RFP TIMELINE.** Dates are tentative and subject to change.  
Release RFP: 08/22/2022  
Advertise Tampa Bay Times: 08/24/2022  
Responses due: 09/20/2022  
Review proposals: 09/20/2022-10/04/2022  
Presentations (if requested): Week of October 17, 2022  
Award recommendation: 10/21/2022  
Council authorization: November 2022  
Contract begins: November 2022

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## STANDARD TERMS AND CONDITIONS

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- S.1 **DEFINITIONS.** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “city, Clearwater, agency, requestor, parties”, “bid, proposal, response, quote”.
- S.2 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.3 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties’ obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City’s satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

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## STANDARD TERMS AND CONDITIONS

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in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
  - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

### S.11 SALES/USE TAX, OTHER TAXES.

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

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## STANDARD TERMS AND CONDITIONS

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- S.12 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.13 **OPENNESS OF PROCUREMENT PROCESS.** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this RFP are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this RFP and provides notice of its intent to reissue the RFP, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued RFP or until the City withdraws the reissued RFP. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this RFP and provides notice of its intent to reissue the RFP, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued RFP or until the City withdraws the reissued RFP. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

**In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.**

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, phone: 727-562-4092 or [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 600 Cleveland Street, Suite 600, Clearwater, FL 33755.**

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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## STANDARD TERMS AND CONDITIONS

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- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

- S.14 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.15 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current

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## STANDARD TERMS AND CONDITIONS

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background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

S.17 **DEFAULT.**

a. A party will be in default if that party:

(i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

(ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

(iii) Conducts business in an unethical manner or in an illegal manner; or

(iv) Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Section 27 of the City's Purchasing and Procedures Manual.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

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## STANDARD TERMS AND CONDITIONS

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- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.20 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **CONFLICT OF INTEREST F.S. Section 112.** Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION/LIABILITY.**
  - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.26 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or

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## STANDARD TERMS AND CONDITIONS

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services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.28 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME.** Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **PROHIBITED ACTS.** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.32 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.33 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.34 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.35 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.36 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without

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## STANDARD TERMS AND CONDITIONS

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- limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.37 **CONTRACT ADMINISTRATION.** The contract will be administered by the Procurement Division and/or an authorized representative from the using department. All questions regarding the contract will be referred to the Procurement Division for resolution. Supplements may be written to the contract for the addition or deletion of services.
- S.38 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.39 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- S.40 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.
- S.41 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.42 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.43 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.44 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.45 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may

## STANDARD TERMS AND CONDITIONS

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be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

- S.46 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

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## DETAILED SPECIFICATIONS

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1. **INTRODUCTION.** The City of Clearwater (City) is located on the West Coast of Florida and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills and hazardous material releases. In the past ten (10) years, the city has been impacted by several hurricanes and tropical storms. These storms resulted in an estimated \$6.5 million of cumulative costs eligible for Federal reimbursement under the Stafford Act.
2. **OBJECTIVE.** The City is seeking proposals from qualified consulting firms to provide technical and professional disaster recovery consulting services to ensure the City's maximum reimbursement of eligible costs related to disasters declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) and other incidents governed by the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 Code of Federal Regulations (CFR) 300, Oil Pollution Act (OPA) of 1990, Clean Water Act (CWA) of 1972, etc. Qualified firms are those with direct disaster cost recovery experience with Federal Emergency Management Agency (FEMA), Federal Highway Administration Emergency Relief Program (FHWA-ER), Florida Division of Emergency Management (FDEM) and Florida Department of Transportation (FDOT) agencies.
3. **SCOPE OF SERVICES.** The awarded Consultant shall provide consulting services, including all personnel, materials, equipment, facilities and travel expenses to ensure the City's timely, compliant and accurate submission of documentation for reimbursement/recovery of all disaster-related costs determined eligible by law. At minimum firm shall provide and meet the following responsibilities:
  - a. Upon notice to proceed, research, author, submit and manage grants from their inception to final disposition and/or closure. This process would include successful external audits by FEMA.
  - b. Provide astute and accurate general management advice related to FEMA and FHWA-ER pass-through grants and other disaster-related recovery projects when requested by the City.
  - c. Prepare and submit the City's initial Request for Public Assistance (RPA) after the initial disaster/event within all Agencies' deadline and in a manner achieving maximum eligibility to achieve full reimbursement of eligible costs.
  - d. Attend meetings, including kick-off meeting, conducted by FDEM Public Assistance officials or others and inform the City of its plans and procedures to achieve full reimbursement of eligible costs.
  - e. Ability to locate, initiate, complete, reproduce and assemble all required supporting documentation for the City's public assistance project worksheets or other disaster-related claims. These services are expected to involve personal interaction with various City departments and a familiarization with City policies and procedures related to human resources, risk management, public works, etc.
  - f. Review and advise the City in writing of the cost estimates of disaster-related damages prepared by affected City departments, to include force account, contractual services performed, labor, materials, equipment (including rental equipment), etc., to ensure accuracy, eligibility for reimbursement, and suitability for submission to appropriate Agency.
  - g. Track all project documentation submitted through entire grant process and follow up on any outstanding expenditure(s) to ensure complete reconciliations of expenditures, costs claimed, monies recovered, claims denied and monies de-obligated. Should de-obligation of submitted costs occur, the Consultant will explain to the city, in writing if requested, why such actions occurred.

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## DETAILED SPECIFICATIONS

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- h. Accurately maintain all documentation provided by the City in the grants management process and provide the City with copies of same, upon request.
  - i. Inspect post-disaster damages and provide written recommendations to the City as to the eligibility costs related those damages.
  - j. Develop strategies and write appeals for any cost-recovery disputes between the City and others.
  - k. Provide the City with a final report that summarizes the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances.
  - l. Must be available to assist with any audit requests pertaining to all projects the Consultant was affiliated with during the term of their contract.
  - m. Provide miscellaneous services not otherwise described, but may be required by the city, during the course of the agreement, or any other task associated with FEMA grant management or documentation reimbursement process.
4. **MINIMUM QUALIFICATIONS.** At minimum, Consultant must meet the following qualifications:
- a. Been providing disaster reimbursement consulting services for a minimum of four (4) years.
  - b. Have trained and experienced staff to perform the scope of services as it relates to “all hazards” and to all types and categories of disaster cost recovery.
5. **INSURANCE REQUIREMENTS.** The Firm shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor’s deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Firm must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. **Professional Liability/Malpractice/Errors or Omissions Insurance** coverage appropriate for the type of business engaged in by the Respondent with minimum limits of \$2,000,000 (two million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

## DETAILED SPECIFICATIONS

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- d. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$1,000,000 (one million dollars) each employee each accident, \$1,000,000 (one million dollars) each employee by disease, and \$1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

### **Other Insurance Provisions.**

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Firm will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance. In addition, when requested in writing from the City, Firm will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater  
Attn: Procurement Division, RFP #54-22  
P.O. Box 4748  
Clearwater, FL 33758-4748**

- b. Firm shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Firm's insurance as outlined above shall be primary and non-contributory coverage for Firm's negligence.
- d. Firm reserves the right to appoint legal counsel to provide for the Firm's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Firm's design, equipment, or service. Firm agrees that the City shall not be liable to reimburse Firm for any legal fees or costs as a result of Firm providing its defense as contemplated herein.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Firm's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.**

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## MILESTONES

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1. **ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM.** November 2022 through October 2025

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided herein. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

One (1) two (2) year renewal is possible at City's option.

4. **PRICES.** All pricing shall be firm for the initial term of three (3) year term except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.

- a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
- b. During the sixty (60) day period prior to the renewal anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
- c. At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for the two (2) year renewal term.
- d. No fuel surcharges will be accepted.

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## RESPONSE ELEMENTS

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1. **PROPOSAL SUBMISSION.** It is recommended that responses are submitted electronically through our bids website at <https://www.myclearwater.com/business/rfp>.

For responses mailed and/or hand-delivered, firm must submit one (1) signed original (identified as ORIGINAL) response, five (5) copies of the response and one (1) copy in an electronic format, on a disc or thumb drive, in a sealed container using the label provided at the end of this solicitation.

**NOTE:** If submitting proposals electronically, copies are not required.

2. **PROPOSAL FORMAT (the following should be included and referenced with index tabs)**  
**NOTE: Every proposal received by the City will be considered a public record pursuant to Chapter 119, Florida Statutes. Any response marked confidential may be deemed non-responsive to this RFP.**

**Table of Contents:** Identify contents by tab and page number

**TAB 1 - Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information:

1. The proposer's understanding of the work to be performed.
2. A positive commitment to perform the service(s) within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this project.

**TAB 2 – Experience and Qualifications.** The following information should be included:

1. A statement of experience, expertise, and abilities in providing disaster recovery, specifically FEMA reimbursement, consulting services. Include any special expertise which your firm has in working with FEMA or the Florida Division of Emergency Management (FDEM).
  - a. A description of what qualifies your firm, financial and otherwise, to provide the City with these services for the required period, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
  - b. An assessment of the firm's abilities to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the firm's inability to meet some of the requirements of the specifications.
  - c. Information related to your experience with FEMA and State audits. Provide the number of audits your firm has been involved with, the number of findings against the organization that the auditors identified; if findings were significant, what they found and the duration of the audits.
2. A statement of qualifications, identifying staff to be assigned to the City's project. Staff named in the proposal may not be substituted without permission of the City.
  - a. Provide a list of individuals who will be assigned (on site) to the disaster recovery reimbursement service engagement and their specific roles. Include summary resumes of the individuals to reflect their experience and education, particularly as they relate to the firm's engagement within the last ten (10) years.
  - b. Provide the number of employees who would be assigned to the City's account during normal business hours versus during time of an emergency or disaster.
  - c. Include whether your employees are full-time employees or contracted employees.
  - d. Describe the experience your employees have in handling the documentation required by receiving FEMA and other Federal or State grant reimbursements.
  - e. Describe training that your employees have regarding FEMA and FDEM grant rules and guidelines, State pass-through grant rules for reimbursement and any related training.

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## RESPONSE ELEMENTS

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### **TAB 3 – Project Plan/Approach**

1. Provide a description of the firm's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance and accountability.
2. Provide relevant availability guidelines and/or the average time between requests for services/tasks and actual performance.
3. Describe the amount of time and ability that your firm would be able to devote to the city to research the City's current process seeking federal reimbursement and how that process could be streamlined.
4. Describe your firm's ability to solve disputes. Include any obstacles that your firm has encountered.

**TAB 4 – References.** Provide a minimum of three (3) references, preferably from other public entities within the State of Florida, for which you are currently providing or have provided in the past, disaster recovery FEMA reimbursement services. For each reference include the name of entity, contact person's name, phone number, email address, mailing address, type of services provided, and dates these services were provided. Identify any project team members that worked on the engagements.

**TAB 5 - Cost of Consulting Services.** The cost portion of the proposal shall include the following elements.

1. Completed Exhibit A: Cost Proposal.
2. Hourly rates should include all applicable overhead and profit and be inclusive of all costs including, but not limited to, lodging, meals, transportation and per diem.
3. Overtime hours will be paid at same rates as regular time hours.
4. If not listed, proposer may include other positions, with hourly rates, that was part of their submission under Tab 2.
5. Detail what costs, charged by your firm, are eligible for reimbursement and with which Agencies, percentage of reimbursement and for which Services.

**TAB 6 - Other Forms.** The following forms should be completed and signed:

1. Exceptions/Additional Materials/Addenda form
2. Vendor Information form
3. Vendor Certification of Proposal form
4. Scrutinized Companies form(s) as required
5. E-Verify Eligibility form
6. Copies of licenses and/or certifications if applicable
7. W-9 Form. Include a current W-9 form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

**EXCEPTIONS / ADDITIONAL MATERIAL / ADDENDA**

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Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City’s Terms and Conditions may render a Proposal non-responsive.**

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe--attach additional pages if needed)

**Additional Materials submitted (mark one):**

\_\_\_\_\_ No additional materials have been included with this proposal

\_\_\_\_\_ Additional Materials attached (describe--attach additional pages if needed)

**Acknowledgement of addenda issued for this solicitation:**

Prior to submitting a response to this solicitation, it is the vendor’s responsibility to confirm if any addenda have been issued.

Addenda Number	Initial to acknowledge receipt

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR INFORMATION**

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Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

DUNS # \_\_\_\_\_

Remit to Address (if different than above):

Order from Address (if different from above):

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact for Questions about this proposal:

Name: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Day-to-Day Project Contact (if awarded):

Name: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business

Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: \_\_\_\_\_

**Provide supporting documentation for your certification, if applicable.**

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**VENDOR CERTIFICATION OF PROPOSAL**

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**By signing and submitting this Proposal, the Vendor certifies that:**

- a) It is under no legal prohibition to contract with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

**ACCEPTED AND AGREED TO:**

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

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCRUTINIZED COMPANIES FORMS**

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**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH  
CUBA AND SYRIA CERTIFICATION FORM**

***IF YOUR BID/PROPOSAL IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND  
SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY  
DEEM YOUR SUBMITTAL NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

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

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

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

NOTARY SEAL ABOVE

**SCRUTINIZED COMPANIES FORMS**

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**SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM  
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL.  
FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL  
NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

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

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

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

NOTARY SEAL ABOVE

**E-VERIFY ELIGIBILITY FORM**

**VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM**

**PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

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

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

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

NOTARY SEAL ABOVE

**MAILING LABEL**

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

**SEALED PROPOSAL**

**Submitted by:**

Company Name:

Address:

City, State, Zip:

**RFP #52-22, Disaster Recovery Consulting Services**

Due Date: **September 20, 2022, at 10:00 A.M.**

City of Clearwater  
Attn: **Procurement Division**  
PO Box 4748  
Clearwater FL 33758-4748

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

**SEALED PROPOSAL**

**Submitted by:**

Company Name:

Address:

City, State, Zip:

**RFP #52-22, Disaster Recovery Consulting Services**

Due Date: **September 20, 2022, at 10:00 A.M.**

City of Clearwater  
Attn: **Procurement Division**  
100 S Myrtle Ave 3<sup>rd</sup> Fl  
Clearwater FL 33756-5520

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----



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**Addendum #1**  
**RFP 54-22, Disaster Recovery Consulting Services**  
**August 25, 2022**

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**NOTICE IS HEREBY GIVEN** that the following addendum serves to provide clarification and to answer the questions received on RFP #54-22, Disaster Recovery Consulting Services.

Question 1: Page 22, under Response Elements, Tab 5, there is mention of including Completed *Exhibit A: Cost Proposal*, yet we are not seeing the rate sheet in the document. Does the City plan on releasing a rate sheet?

***Answer to Question 1: The City referenced Exhibit A: Cost Proposal in error. Please remove 1. Completed Exhibit A: Cost Proposal from TAB 5 – Cost of Consulting Services. The remainder of TAB 5 will remain the same.***

*End of Questions and Answers*

*End of Addenda*



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**Addendum #2**  
**RFP 54-22, Disaster Recovery Consulting Services**  
**September 9, 2022**

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**NOTICE IS HEREBY GIVEN** that the following addendum serves to provide clarification and to answer the questions received on Request for Proposal 54-22, Disaster Recovery Consulting Services.

Question 1: Is there an existing grants management system in place for the current or past disasters?

**Answer to Question 1: Yes, Grants Portal and the FloridaPA system are already in place.**

Question 2: If there is an existing grants management system please identify.

**Answer to Question 2: Reference Answer to Question 1 above.**

Question 3: Will the prospective consultant be charged with implementing a grants management?

**Answer to Question 3: No, the consultant will only be required to navigate the system currently in place and work within its parameters.**

Question 4: Will the consultant be required to integrate the grants management system to the City's financial management system?

**Answer to Question 4: The Grants Portal is not connected to the City's financial system.**

Question 5: Please identify the City's existing financial management system.

**Answer to Question 5: Tyler Munis is the financial system used by the City.**

Question 6: Please identify any incumbents providing services on a previous disaster(s).

**Answer to Question 6: This is the first time the City has issued a bid for these services.**

Question 7: Is this contract a pre-position contract?

**Answer to Question 7: This contract is to handle events that occur once the consultant has been awarded the contract not for events that have already occurred.**

Question 8: Please confirm if the City's requirement with respect to work location is onsite for all staff.

**Answer to Question 8: Yes, the consultant will work inside a city facility.**

Question 9: If the City prefers co-location, will the City provide office space?

**Answer to Question 9: Yes, space will be provided at a city facility at no cost to the consultant.**



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Question 10: Please confirm the rates to be provided are all inclusive.

**Answer to Question 10: Yes, pricing should be all inclusive. Reference RESPONSE ELEMENTS, TAB 5 – Cost of Consulting Services, page 22 of the solicitation.**

Question 11: Please provide any damage assessment values available by disaster.

**Answer to Question 11: There are no damage assessments available.**

Question 12: Does the City have an emergency management account to cover expenses that are not reimbursable?

**Answer to Question 12: Yes, the City has an emergency management account to cover expenses that are not reimbursable.**

Question 13: Please identify any firms currently assisting the City in its disaster recovery efforts.

**Answer to Question 13: Reference answer to Question 6 above.**

Question 14: Which department(s) will the selected proposer work with day to day?

**Answer to Question 14: The Division Chief of Emergency Management will be the main contact for all day-to-day operations. Other department(s) will be selected based on the level of impact from the emergencies.**

Question 15: Please identify any property insurance policies and their limits for an active disaster.

**Answer to Question 15: The City is self-insured within certain parameters for losses arising from claims for general liability, auto liability, police professional liability, public official's liability, property damage, and workers' compensation. Insurance coverage has been maintained by the City to pay for or indemnify the City for losses in excess of certain specific retentions and up to specified maximum limits in the case of claims for liability, property damage, and workers' compensation. The liability excess coverage is \$5,000,000 per occurrence (\$10,000,000 aggregate) with self-insured retention of \$500,000. There is workers' compensation coverage to the statutory limit, with self-insured retention of \$600,000. The property damage excess coverage is \$100 million per occurrence, except \$75 million for the perils of Named Storm (per occurrence), Flood (annual aggregate) and Earth Movement (annual aggregate) after either a \$100,000 self-insured retention for perils other than a named storm or 5% self-insured retention for named storm and High Hazard Flood with a \$100,000 minimum**

Question 16: Does the City anticipate the prospective consultant in assisting with insurance claims management and preparation?

**Answer to Question 16: No, this would be handled by Risk Management.**



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**Question 17:** Does the City intend to recover staff costs for FEMA claims management?

**Answer to Question 17:** *Yes, the City intends to recover staff costs for FEMA claims management.*

**Question 18:** Please identify any existing HMA grants.

**Answer to Question 18:** *The City currently has three (3) Hazard Mitigation Grant Program (HMGP) grants awarded to the Public Utilities Department. They are for trailer generators, portable generators, and elevating lift stations.*

**Question 19:** Does the City anticipate the Consultant to prepare any future HMA grants?

**Answer to Question 19:** *No, currently departments are responsible for their own grant applications.*

**Question 20:** Are there any other Federal and State grant programs the City needs assistance with?

**Answer to Question 20:** *No; however, we appreciate updates on grant application windows and new programs.*

**Question 21:** In the event the City is in need to submit an appeal or abirritation will the contractor be requested to prepare the submittal?

**Answer to Question 21:** *Yes, this will be a requirement of the consultant.*

**Question 22:** Please provide the approximate amount of DAC/Management Costs the City of Clearwater has requested and received for the \$6.5 million of cumulative costs eligible for Federal reimbursement under the Stafford Act.

**Answer to Question 22:** *The City of Clearwater requested \$194,358.78 Public Assistance Alternative Procedures for Direct Administrative Costs (PAAP DAC) during Hurricane Irma, however, has not received any DAC reimbursements to date.*

**Question 23:** Under "Response Elements" Tab 5 – Cost of Consulting Services, part 1 refers to "Completed Exhibit A: Cost Proposal" however, there is no Exhibit A in the RFP.

**Answer to Question 23:** *Reference Addendum 1, Answer to Question 1.*

**Question 24:** Has the city procured these services previously? If so, who is the current contract holder for these services?

**Answer to Question 24:** *Reference Answer to Question 6 above.*

**Question 25:** Will these services include assisting with COVID-19 PA reimbursement?

**Answer to Question 25:** *No, the consultant will not be required to assist with COVID-19 PA reimbursement.*



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Question 26: How quickly does the City expect the contractor on site post event?

**Answer to Question 26: *Based on the expected magnitude of the emergency, the consultant should have representation pre-event to coordinate proper documentation however, for smaller scale incidents, minimum of two (2) days is reasonable.***

Question 27: Does the City of Clearwater currently have an incumbent firm that provides Disaster Recovery Grant Management services to the City? If yes, then who is the incumbent firm and how long have they been in working for the Clearwater?

**Answer to Question 27: *Reference answer to Question 6 above.***

Question 28: Will the City please consider virtual (remote site) support in lieu of onsite support? We have been effective in supporting other disaster recovery Clients remotely and strongly feel that remote work site in a disaster recovery environment contributes to retention of staff resources.

**Answer to Question 28: *The City may consider virtual support. This can be addressed during negotiation with the awarded consultant.***

*End of Questions and Answers*

*End of Addenda*



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**Addendum #3**  
**RFP 54-22, Disaster Recovery Consulting Services**  
**September 13, 2022**

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**NOTICE IS HEREBY GIVEN** that the following addendum serves to provide clarification and to answer the questions received on RFP #54-22, Disaster Recovery Consulting Services.

Question 1: Does “during normal business hours” include times of non-emergencies, emergencies, or both?

**Answer to Question 1: Normal business hours would apply to both.**

Question 2: How many individuals will need to be on-site during an emergency or disaster versus times where there are no emergencies or disasters?

**Answer to Question 2: The number of individuals needed on-site during an emergency or disaster versus non-emergencies or disaster would be dependent on what the respondent feels is necessary in order to be efficient.**

Question 3: Does the City of Clearwater only want hourly rates?

**Answer to Question 3: Yes, per TAB 5 – Cost of Consulting Services, hourly rates shall be all inclusive by position.**

Question 4: For electronic submittals, does the City of Clearwater require a one-page separator page to act as a Tab page to separate each tabbed section of the proposal?

**Answer to Question 4: No, labeling each tab is sufficient.**

***Please Note:*** The ten (10) day deadline for submitting questions is now closed and no further questions will be responded to.

*End of Questions and Answers*

*End of Addenda*

### 3. Project Approach

The focus of Tetra Tech's disaster recovery practice is to assist local communities improve housing and community development planning, streamline grants management, and create access to programs that provide support to their most vulnerable citizens. **At Tetra Tech, we do this by providing responsive, timely, cost-effective, and outcomes-driven technical assistance.** Our staff comprises skilled former senior administrators of federally funded grant programs, community development, homeless, and public housing programs; housing developers; economic development specialists; environmental engineers; and government officials with years of direct experience working in nonprofit, local, state, and federally funded organizations. Our team has extensive knowledge managing and implementing these programs, giving the City access to experts experienced in Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), United States Army Corps of Engineers (USACE), Natural Resources Conservation Service (USDA-NRCS), Florida Department of Emergency Management (FDEM), Florida Department of Transportation (FDOT), and Housing and Urban Development (HUD) programs and navigating their cross-cutting requirements.

Over the past 20 years, Tetra Tech has responded to many of our nation's most significant emergencies and disasters. Clients across the U.S. have relied upon Tetra Tech for our comprehensive services, significant staffing resources, and deep domain knowledge of state and federal disaster programs to efficiently and effectively respond to a wide variety of disaster incidents. From Hurricanes Katrina, Irma, and Michael, to the complex wildfire that devastated Paradise California, to the Zika virus that haunted much of the Southern U.S. – our team of emergency response professionals have been at the forefront of disaster response and recovery. We provide services ranging from emergency operations center staff augmentation to field data collection and reporting to comprehensive grant management oversight. Regardless of the event, Tetra Tech is best positioned to support the City's response and recovery to any disaster from Day 1 through closeout with an in-person presence and real-time reporting to ensure a complete recovery.

Following Hurricane Irma, Tetra Tech was trusted by the City of Clearwater via Pinellas County to perform debris monitoring services, monitoring 25,445 cubic yards of debris. In addition to providing services to the City of Clearwater, Tetra Tech also supported 5 other jurisdictions throughout Pinellas County, hiring 120 local staff. Through this experience, our staff are deeply aware of the City's processes and management preferences of disaster events and are prepared to execute successful programs again. **Tetra Tech is able to ensure that in the event disaster recovery services are needed, our team will be responsive and meet any expectations as outlined between Tetra Tech and the City.**

#### Deep Rooted Ties with the City

Our team has provided debris monitoring services to the City and as a result has an in-depth knowledge of the City's staff, vulnerabilities, history of past damages, and a track-record of responding to the City's disaster recovery needs.

### Our Philosophy – Disaster Recovery Program Management

**It's Not What You Get, It's What You Keep:** At Tetra Tech, we understand that all federal funds come with strings attached. We are adept at developing strategies, action plans, policies, and processes to achieve program success and eliminate funding claw backs.

**Efficiencies to Maximize Benefits:** We will help the City of Clearwater receive maximum benefits from federal disaster programs while minimizing the out-of-pocket costs by implementing Standard Operating Procedures and Guidelines aligned with current U.S. Treasury policy/regulation.

**Bringing in the Right People at the Right Time:** Every incident is different, so our team is scalable to meet the needs of the City. Our staffing and resource plan will be constantly evaluated and revised as the situation evolves from short-term recovery to long-term recovery and beyond.

**Leading Recovery of the Whole Community:** We have the technology systems, processes, and experience to represent the City in gathering and vetting subrecipient project requests, if needed. Our experience has shown that strong applicant training

## **Tetra Tech utilizes best-in-class programmatic strategic approaches for executing large-scale disaster recovery projects for our clients.**

### **We Reduce Project Costs and Increase Delivery Speed by Using Time-Tested Standard Operating Procedures (SOPs) and Technology.**

We use our proven methodology, including technological tools and templates, as well as strict adherence to SOPs to deliver quality services. HUD and FEMA disaster grant programs are complex, but through years of experience, Tetra Tech has developed time-tested SOPs and technology to reduce the cost of disaster program delivery to help speed the recovery effort.

### **We Provide Unmatched Service to Our Clients.**

We understand the demanding nature of this project and the City's focus on excellence. With our Disaster Recovery headquarters located just over 100 miles from the City of Clearwater, we are prepared to go the extra mile to meet and exceed the City's needs to achieve project success. We have hundreds of widely dispersed work locations across the globe, often in the same office space as our customers. This gives us unparalleled insight into our customers' needs.

### **We View Our Projects as an Opportunity to Build a Partnership with Our Clients.**

We place importance on coordination and collaboration with our clients to provide a valuable and useable product. Our project management team works closely with the client to develop a nuanced understanding of customer needs and are empowered to make key business decisions in that context.

### **We Provide Deliberate, Continuous, and Effective Communication.**

We continue to reach out to key stakeholders throughout every phase of our projects; demonstrate sensitivity of the demands placed on their time; and provide solutions-oriented dialogue to overcome technical issues encountered through this scope of work.

### **We Adhere to Laws, Requirements, Policies, and Procedures**

Whether it is the FEMA Public Assistance Program and Policy Guide, Federal Highway Administration - Emergency Relief Handbook or the Federal Register Notices governing CDBG allocations and associated state/local action plans, our team is dedicated to strictly following these guiding documents to maintain compliance from beginning to end.

The diagram below illustrates the strategies we will employ to achieve our goal of providing best-in-class technical assistance support to the City under this engagement. The remainder of this section details some of the most critical elements of Tetra Tech’s programmatic approach and the strategies and procedures we use that are at the core of everything we do to make our clients’ project successful.



### Proposed Products and Services

Our firm is committed to fulfilling the primary mission to help the City recover from disasters. We are prepared to lead the City's effort by leveraging federal funds to deliver a comprehensive disaster recovery program.

Our approach takes input from the community and applies best practices from across the nation. This approach is based on more than \$8 billion of disaster grant funding experience and decades of individual staff experience working within the State of Florida and across the U.S. to maximize reimbursement and obtain available disaster-related funding from federal funding sources, including the FEMA, FHWA, USACE, U.S. Department of Housing and Urban Development (HUD), and the U.S. Department of Agriculture (USDA) NRCS. Our services will include:

- Program Design
- Technical Assistance
- Grant Identification
- Documentation Support
- Compliance
- Pre-Audit and Audit Support
- Eligibility assessments
- Financial Management
- Subrecipient Management
- Communications
- Reporting
- Executive Briefings
- Inter-Departmental Coordination

In addition, Tetra Tech offers the City the most comprehensive set of additional services of any firm in the emergency response industry. Included below is a summary of the services offered by Tetra Tech and teaming partners that may be needed in the event of a disaster response.

- Strategic planning/action planning
- Subrecipient grant management
- Program management
- Emergency response planning
- Emergency Operations Center (EOC) staff augmentation
- Call center, logistic, and communication support
- Field data collection and reporting (dashboards)
- Air quality evaluation and testing
- Construction management services
- Continuity of operations staffing for critical infrastructure

# 1. Technical Approach

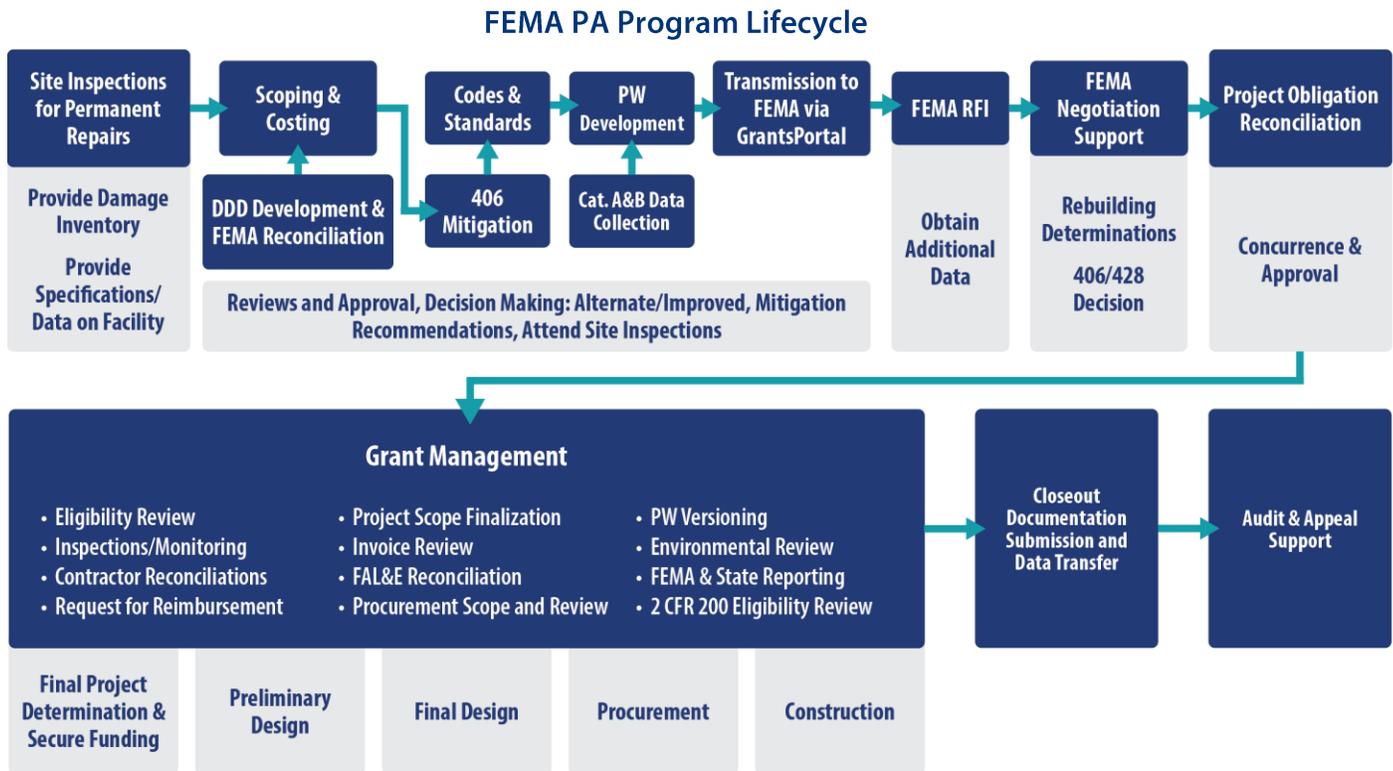
Tetra Tech understands the City of Clearwater is vulnerable to a myriad of hazards that can cause catastrophic damage and result in a presidential disaster declaration. If the City is determined eligible for FEMA PA, Tetra Tech may be activated to provide grant management services, upon the City’s notice to proceed. Tetra Tech also understands that time is critical when responding to and recovering from a major disaster. Tetra Tech has the expertise to perform cost recovery services with FEMA, Federal Highway Administration Emergency Relief Program (FHWA-ER), Florida Division of Emergency Management (FDEM) and Florida Department of Transportation (FDOT) agencies. The section below describes how Tetra Tech will support the City upon request for grant management services.

## City of Clearwater Scope of Services

Scope Item	Page #
a. Upon notice to proceed– research, author, submit and manage grants from their inception to final disposition and/or closure. This process would include successful external audits by FEMA.	3-5
b. Provide astute and accurate general management advice related to FEMA and FHWA-ER pass-through grants and other disaster-related recovery projects when requested by the City.	3-8
c. Prepare and submit the City’s initial Request for Public Assistance (RPA) after the initial disaster/event within all Agencies’ deadline and in a manner achieving maximum eligibility to achieve full reimbursement of eligible costs	3-10
d. Attend meetings, including kick-off meeting, conducted by FDEM Public Assistance officials or others and inform the City of its plans and procedures to achieve full reimbursement of eligible costs.	3-5
e. Ability to locate, initiate, complete, reproduce and assemble all required supporting documentation for the City’s public assistance project worksheets or other disaster-related claims. These services are expected to involve personal interaction with various City departments and a familiarization with City policies and procedures related to human resources, risk management, public works, etc.	3-15
f. Review and advise the City in writing of the cost estimates of disaster-related damages prepared by affected City departments, to include force account, contractual services performed, labor, materials, equipment (including rental equipment), etc., to ensure accuracy, eligibility for reimbursement, and suitability for submission to appropriate Agency.	3-12
g. Track all project documentation submitted through entire grant process and follow up on any outstanding expenditure(s) to ensure complete reconciliations of expenditures, costs claimed, monies recovered, claims denied and monies de-obligated. Should de-obligation of submitted costs occur, the Consultant will explain to the city, in writing if requested, why such actions occurred.	3-15
h. Accurately maintain all documentation provided by the City in the grants management process and provide the City with copies of same, upon request.	3-16
i. Inspect post-disaster damages and provide written recommendations to the City as to the eligibility costs related those damages.	3-24
j. Develop strategies and write appeals for any cost-recovery disputes between the City and others	3-15
k. Provide the City with a final report that summarizes the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances.	3-20
l. Must be available to assist with any audit requests pertaining to all projects the Consultant was affiliated with during the term of their contract.	3-15
m. Provide miscellaneous services not otherwise described, but may be required by the city, during the course of the agreement, or any other task associated with FEMA grant management or documentation reimbursement process.	3-3

## Summary of Services

The flowchart below illustrates Tetra Tech's approach to the FEMA grant management lifecycle. Our team has developed documentation processes to capture the data at each step along the way.



## Disaster Recovery Team

Establishing a Disaster Recovery Team is critical to the success of the City's recovery operations and initiatives. Tetra Tech will assist the City in establishing a Disaster Recovery Team, identifying member roles and responsibilities, and identifying an operational plan for the team to meet.

### Prioritizing Recovery Projects

Following catastrophic disasters, Tetra Tech has assisted clients throughout the country in managing recovery operations from end to end. We understand how important it is to align recovery projects with the mission and vision of the community and to prioritize projects that support the community's goals and objectives. We want to ensure the City not only recovers from a disaster, but also maximizes opportunities to build back stronger. This requires coordination with key stakeholders to assess and address the following elements of community resilience as identified in the NDR Framework

### FEMA Meeting Attendance

Our team members have worked with our clients to lead or participate in over 100 FEMA Exploratory Calls, Recovery Scoping Meetings and Applicant Briefings serving local governments. In an effort for subrecipients to be prepared for the initial FEMA meeting, we will conduct pre-calls for the following:

**Exploratory Call:** Tetra Tech will provide example scripts and questions used by FEMA in past Exploratory Calls for subrecipients to review. We will work with the City as a "dress rehearsal" for the Exploratory Call.

**Recovery Scoping Meeting (RSM):** Tetra Tech will have the first draft of the Damage Inventory (DI) within forty-eight (48) hours of the City and FEMA scheduling the RSM. We will request that the City provide comments back within twenty-four

(24) hours, and we will incorporate comments immediately. We will have electronic and printed copies of the DI prior to the official RSM for distribution to FEMA, the State, and the departments.

Throughout the course of our engagement with subrecipients, Tetra Tech may also be called upon to support ad hoc or scheduled meetings with the City, FDEM, and FEMA staff. These meetings may include 406 mitigation proposal reviews, ad hoc meetings with CRC / informal RFI meetings, regularly scheduled meetings, and additional meetings to maintain project forward momentum/progress.

Our approach will include pre-calls and preparation prior to meetings with FDEM and FEMA. This will include preparation of agendas, PowerPoint slides, technical memorandums, and technical studies. In each meeting Tetra Tech will also provide notes from FEMA and FDEM meetings, which will be made available to all participants to memorialize the discussion.

## Program Guidance and Policy Interpretation

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Tetra Tech knows many of the pitfalls related to disaster programs like FEMA PA and HMGP programs. Tetra Tech will utilize the expertise necessary to provide recommendations to the City departments on any critical issues that arise. Tetra Tech is prepared to provide Technical Assistance (TA) to the City on commonly identified issues such as:

- Substantial Damage Determinations for Public Facilities
- Rebuild vs. Replace
- 2 CFR 200 compliant procurement
- Inadequate documentation
- Actions or procurements during the exigent and emergency period
- Treasury CRF guidance
- FEMA PAPPG and other policy memorandums
- Relocation Assets outside the Special Flood Hazard Area
- Adoption of FEMA's Consensus-Based Codes
- Updating Building Codes
- Eligibility determinations for emergency and permanent repairs
- Special waivers or pre-approvals from FEMA, EPA, or USACE
- Insurance proceeds and duplications of benefits
- Determination Memos
- Disaster-Specific Guidance
- Determination of Unmet Needs

## Preplanning and Preparedness Activities

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Tetra Tech is prepared to provide a suite of training modules based on the requests of the City. In addition, Tetra Tech will conduct one half-day training session for City staff on the FEMA PA Program at no cost. Based on other similar trainings we have conducted, our focus will be on:

- Changes to the FEMA PA Program, such as the latest PAPPG edition, supplemental guidance derived from the Disaster Recovery Reform Act (DRRA) and COVID-19 specific guidance;
- Implementation of Section 428 of the Stafford Act;
- Overview of recent DHS-OIG audits; and
- Best practices for the FEMA PA Program based on recent disasters.

## Project Formulation

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Included in the proper development and administration of FEMA funded projects is the inclusion of data. This includes details of the scope of the project including Geographic Information Services (GIS) data, photographs, environmental studies and geotechnical investigations. Tetra Tech is a leader in not only disaster recovery, but also engineering and employs industry leaders in water, wastewater, geotechnical engineering. We have been named by Engineering New Record as a leader in the categories and brings those resources to bear for the City.

## Selected *Engineering News-Record* Rankings



Tetra Tech is prepared to assist the City in all levels of project formulation, including a comprehensive recovery strategy and timeline.

- Revisions to DI
- Sites inspections to damaged sites
- Detailed Damage Description (DDD) development
- Completion of Essential Elements of Information (EEI)
- FEMA Grants Portal upload and tracking
- Review and reconciliation of Emergency Purchase Orders (EPOs)
- Review and reconciliation of supporting cost documentation
- Procurement reviews
- Cost Estimates
- Engineering reviews (if applicable)
- Environmental and Historical Preservations reviews
- Insurance reviews and subrogation
- Codes and Standards Compliance
- 406 Hazard Mitigation Proposals
- Alternate or Improved Project selection
- 428 Program Election
- Resolution of FEMA Damages Under Review (DUR)
- Responding to FEMA RFIs
- Negotiations with FEMA on project scope and costs

### Strategic Planning for Maximizing Reimbursements

Tetra Tech has assisted clients following catastrophic disasters such as Superstorm Sandy in New York and Hurricanes Irma and Michael in Florida with developing and implementing comprehensive recovery strategies that meet the needs of the community while adhering to federal funding regulations. Tetra Tech has assisted clients for years through the complex

analysis of whether to repair disaster-damaged facilities or replace them. FEMA's regulations of this process are complex, and with ever changing data such as materials costs and labor, the City needs an experienced firm to advise them as to this process to best maximize the federal funding programs. At the City's request, Tetra Tech will prepare conceptual repair estimates that may assist with FEMA funding obligation, including the cost to implement an exact replacement, repair versus replace comparisons. This strategy includes:

- **Stakeholder Involvement:** Conducting outreach internally within the City and externally may include conducting community outreach on a variety of topics, including impacts from the disaster, the availability of recovery resources, potential funding programs, and application procedures.
- **Adherence to Federal Grant Guidelines:** Providing Subject Matter Experts to provide technical assistance on the myriad of rules that accompany federally funded disaster assistance, including FEMA PA, FEMA HMGP, HUD, Treasury CRF, Natural Resource Conservation Service (NRCS), Insurance, and FHWA.
- **Analyzing Business Processes:** Incorporating recommendations to address issues such as staff turnover, changes in federal guidelines, and upgrades in technology that may improve the Recovery.
- **Focus on Program Implementation:** Supporting the City through staff augmentation to provide the needed management support that ensures that project data meets requirements for regulatory compliance, quality, format, documentation, and accessibility, and is aligned with anticipated audit criteria.

## Identification of Alternative Sources of Funding

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Tetra Tech has a long history with working to identify alternative funding sources on behalf of subgrantees. We understand how federal funding sources can work "in concert" to reduce local financial impacts to the City such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, and the Treasury Coronavirus Relief Program (CRF.) For those projects that may require a local funding component, we will work with the Finance Department and departmental representative to identify and apply for this assistance, working this into cash flow projections and final cost calculations.

## Improved Projects

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In some cases, restoration of a facility to its pre-disaster design, capacity, or function may not be desirable and the Subrecipient may wish to make improvements not required by applicable codes and standards. Tetra Tech's team of professionals will help the City maximize the utility of PA funding to ensure improvements are properly funded and accounted for using PA funds.

## Alternate Projects

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In other cases, the City may determine that the public welfare is not best served by restoring the function of the damaged facility. When this occurs, FEMA can approve an Alternate Project to allow the Subrecipient to apply PA funding toward a different facility (or facilities). If this alternative is appropriate for the community's needs, Tetra Tech's team of expert planners and technical professionals can assist the City with project programming to take advantage of this key PA feature.

## Insurance Management

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Our approach to maximizing disaster recovery funding includes engaging insurance companies or self-insured risk pools to account for insured and uninsured losses as well as understanding and submitting deductible payments for reimbursement. Services to be provided by Tetra Tech during this task include the following:

- Gather, review, and summarize insurance policies
- Accompany insurance adjuster to damage site (if applicable)
- Obtain insurance adjuster's summation of damage
- Develop or review insurance claim filing
- Monitor status of claim processing
- Confirm that insurance claim proceeds are reconciled to appropriate project
- Record receipt of insurance proceeds on grant application to demonstrate subrogation and non-duplication of benefit

Managing insurance claim funding requires careful attention to avoid duplication of benefits and grant funding deobligations during closeout. Tetra Tech will confirm that insurance claims are properly filed, and the resulting proceeds are accounted for accurately to protect the applicants against such events.

## Grant Management

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Tetra Tech is prepared to assist the City in all levels of grant management including, but not limited to:

- Eligibility Review
- Inspections/Monitoring
- Contractor Reconciliations
- Project Scope Finalization
- Procurement Scope and Review
- PW Versioning
- Environmental Review
- FEMA/FDEM Reporting
- 12/18 Month Extension Requests
- 2 CFR 200 Eligibility Review

## Overall Grant Management Approach

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Our team will deliver a program that can guide the City through the cost reimbursement cycle. Tetra Tech will employ its time-tested, four-step CASE Management Approach to the federal grant program.

### Step 1 - Collect the Data.

The biggest challenge typically faced in a grant management program is obtaining necessary data quickly and completely. We have found time and time again that our ability to work with our client on collecting the data upfront will lead to success as we monitor the City's program spending and build the FEMA reimbursement documentation. We employ a number of methods to collect, store, and report data, including rapid and detailed program assessments, one-on-one meetings with departments to collect and secure data, a robust SQL server database to store data offsite, and Microsoft PowerBI to report the City on the status of the project.

**Result:** We have the most robust data management capability in the industry. The City can trust our team to collect and manage the most critical data throughout each phase of the City's FEMA PA program.

### Step 2 - Analyze the Projects.

Whether it is analyzing thousands of labor records, assessing the plans to make emergency purchases, identifying mitigation measures to protect damaged assets, or designing a multi-billion-dollar COVID-19 economic recovery program, the Tetra Tech team has unparalleled expertise the City needs to support its recovery efforts.

Tetra Tech will work closely with the City from the beginning of our engagement to understand the project status, scope, and goals to determine the best course of action.

**Result:** We are committed to delivering national experts with a local perspective to deliver solutions for the City. There is no problem too big for our team to solve.

### Step 3 - Submit to FEMA.

We understand the need for the City to expedite the recovery process and keep pace on program timelines. We have found that the best way to do this under FEMA's Delivery Model for PA is actively working within the construct of FEMA's GrantsPortal side-by-side with Tetra Tech's proprietary *RecoveryTrac*™ data management tool. Aligning these systems will result in the City's ability to transmit data more quickly to FEMA and the State, maintain visibility in the status of its programs, and quickly illustrate when funds have been obligated. Our ability to integrate these programs has been a transformative tool that has led to a more streamlined and transparent process.

Since first working in Grants Portal under FEMA's beta-test in Albany, GA in 2017, we have worked hundreds of projects in Grants Portal and know the system "inside and out".

**Result:** We are committed to supporting the City to provide a rapid and compliant FEMA PA program that meets FEMA requirements for program administration, spending, and reporting.

## Step 4 - Expedite the Requests.

When a project is submitted to FEMA or the State for review, Tetra Tech is with the City each step of the way. Within each of the steps, FEMA or State personnel must review the submission. This may result in one or more RFIs or specialized requests or meetings. These requests must be dealt with timely and with the appropriate amount of information to maintain that the PW does not stall in the process or get moved to a previous step.

Our team has responded to tens of thousands of RFIs for Essential Elements of Information (EELs) and Hazard Mitigation Proposals as well as DURs for Detailed Damage Descriptions since 2017 alone.

## Applicant Briefing, Request for Public Assistance, and Recovery Scoping Meeting

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Once a declaration is in place Tetra Tech will support the City in completing the required documentation for filing the Request for Public Assistance (RPA) and leading the development of the first draft of the Damage Inventory (DI) prior to the Recovery Scoping Meeting (RSM) and attend the Applicant Briefing, Exploratory Calls (ECs) and RSM. Due to the individualized needs of departments and partner agencies, we will work with the City/State and FEMA to schedule and execute individual RSMs with each department.

## Requests for Reimbursement

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To facilitate the request for reimbursement (RFR) process and reduce the reconciliation backlog, it is important for supporting documentation to be collected, maintained, and updated throughout the duration of the recovery process. We will constantly monitor grant applications, project progress, requests for reimbursement, and reimbursements received.

The Tetra Tech team has an extensive history of implementing, reconciling, and monitoring the RFR process internally and on behalf of our state and local clients spanning the FEMA PA Program. While many agencies and subgrantees still wait for reimbursement from previous disasters our goal is to expedite economic recovery through strategies such as:

- Work with departments to collect data necessary for RFR claim
- Issue RFR to the State within twenty-four (24) hours of notification of award/submission of data from the City
- Respond to RFIs from the State within forty-eight (48) Hours
- Develop and Issue Weekly RFR Report/Tracker

Tetra Tech will track all supported cost information for labor, materials, and equipment associated with the project and all documentation submitted where the project costs may be estimated by unit price, time and materials, or contracts in which labor, equipment, and materials are provided by an outside source. Tetra Tech will follow-up on any missing or inadequate cost information associated with the project to ensure all expenditures are submitted for reimbursement.

## Obtaining and Analyzing Documentation

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Tetra Tech maintains orderly files for correspondence, reports of job conferences, and reproductions of original contract documents, including change orders, field orders, work change directives, addenda, additional drawings issued after the execution of the contract, clarifications and interpretations of the contract documents, progress reports, shop drawing and sample submittals received from and delivered to contractor, and other project-related documents. Our team has directly worked with over seventy-five (75) state and local clients after twenty (20) disasters in the Grants Portal system. We understand the importance of ensuring that:

- DIs are completed on time and updated for latent damages
- EELs are completed with the most accurate information available
- Damages Under Review (DUR) are responded to within three (3) business days
- Supplemental information for the CRC is provided within three (3) business days as the PW passes through each of the review queues.

## Damage Assessments

Tetra Tech performs damage assessments and site inspections using *RecoveryTrac™* software, our scalable and fully featured disaster management suite. *RecoveryTrac™* software allows all site inspection data to be electronically captured and submitted to a cloud-based storage system and delivers a document that is formatted to be immediately imported into FEMA's GrantsPortal System. Our teams will work in concert with asset owner departments to collect the required data for insurance or FEMA purposes.

- **Impending Disaster:** Deploy *RecoveryTrac™* software enabled tablets to Departmental Project Managers (DPMs).
- **Windshield Survey:** Review and Report *RecoveryTrac™* software – Damage Assessment data that is collected by DPMs daily.
- **Detailed Damage Assessment:** Attend Initial Site Inspections with DPMs to collect *RecoveryTrac™* software – Site Inspection. In addition, we will utilize the *RecoveryTrac™* software – Matterport to collect photo/video damages at sites.



*RecoveryTrac™* software will document and report on project progress in the field during damage assessments through Site Inspections

## Site Inspections

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years researching and developing our methodology for documenting sites. *RecoveryTrac™* Grant Management software is the result of these efforts. *RecoveryTrac™* software is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project, including Site Inspection, Interim Project Reports, and Final Inspection Reports.



## Project Support Documentation

Tetra Tech will tailor the *RecoveryTrac™* Project Workflow Case Management System (CMS) to the City's needs. *RecoveryTrac™* software is a web-based application that provides the City with a real-time portal to the Tetra Tech team's project work. Tetra Tech will customize *RecoveryTrac™* software reports to meet the City's specific needs for both Force Account Labor and Contractor invoice records.

Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac™* system data is exportable and allows for importation into other applications such as the FEMA Grants Portal and FDEM GMS software tools.

**In order to properly categorize and document the overall site conditions, the site inspector records capture the site-specific unique identifiers such as the site name and FEMA Damage Inventory Number, as well as, overall site damage information such as a facility description, address, GPS coordinates, environmental or historical concerns, and age.** As the site inspection progresses,

the inspector then describes and documents the individual damage components. This includes capturing disaster-related and non-disaster related damage for each component to include a description and cause of damage, its physical dimensions, photographic evidence of the damage, and captures any possible recommended mitigation actions.

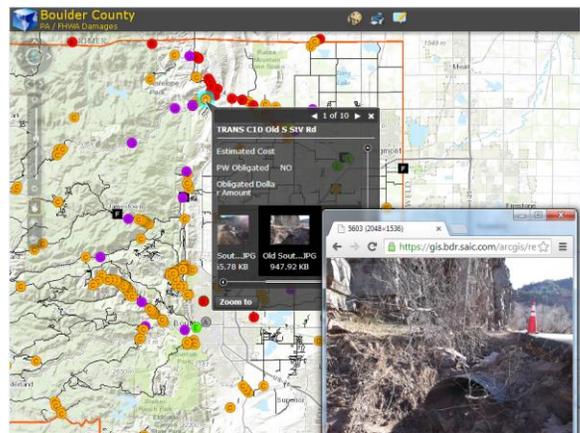
Once the site visit has been complete, the inspector finalizes the site inspection report. *RecoveryTrac™* software is designed to work without internet connectivity so the site inspection reports are held on the smart device until an internet connection is available. Once an internet connection is available, the site inspection reports are transmitted into the *RecoveryTrac™* cloud-based server. Immediately, *RecoveryTrac™* software aggregates the site inspection data into two separate components: Grants Manager Component Import Template and a Site Inspection Photo Page, which can be delivered via e-mail or directly stored in any commercially available storage system. The Grants Manager Component Import Template is an Excel based document which has had great success in increasing efficiency as it is compatible with FEMA's Grant Manager Component Import function.

The Template may be presented to FEMA for their review and then the Template can be uploaded into Grants Manager to automatically populate damage components. The Site Inspection Photo Page provides all the photographs taken during the site visits in FEMA's photo template with the associated damage component.

**Our team has worked with FEMA to integrate 20+ improvements into FEMA's GrantsPortal system.**

We have delivered over **2,000 cost estimate reports** under FEMA's New Delivery Model across Texas, Florida, and Puerto Rico over the last 2 years.

In 2020, our team met with FEMA PA leadership multiple times on issues related to COVID-19 that has led to policy changes to the betterment of subgrantees across the U.S.



*RecoveryTrac™* software shows damage sites, documents, and photographs in a geospatial

## 25,000 Damage Sites in *RecoveryTrac™* Technology

Tetra Tech's *RecoveryTrac™* system has seamlessly created detailed Site Inspections Forms, Photo Logs, and Damage Dimensions and Descriptions for over 25,000 damaged sites.

## Monitoring and Controlling

Our team is committed to the shepherding the City's projects at each phase throughout the grant life cycle to mitigate the risk of funds being unspent. To achieve these goals, Tetra Tech's approach to managing, controlling, and supervising our team will revolve around (1) providing Tetra Tech's Project Manager with appropriate responsibilities and authority; (2) tracking and reporting progress and costs; (3) implementing a tested and reliable quality assurance methodology; and (4)

training project staff on tools and techniques that help improve the operational efficiency of the project team and the drive project toward completion.

1. **Seasoned Management Team:** Our management team is empowered to access and direct the necessary company resources.
2. **Tracking and Reporting Data Utilizing Tetra Tech's RecoveryTrac™ Data Management System:** Tetra Tech will provide the City with standard and customized reports in a web environment using its cloud-based RecoveryTrac™ software integrated data management system.
3. **Time-Tested SOPs:** Our team's policies and procedures for this type of work have been tested thousands of times as we have helped grantees and subgrantees execute FEMA PA projects.
4. **Trained Staff:** The staff assigned to this project will be trained on the systems, technology, processes, and guidance documents.

## Schedule Management

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During the program initiation phase, the master schedule and budget baseline define projects to a common level through the definition of the project work plan. As projects advance through the delivery lifecycle, the master schedule will be updated to reflect the additional scope and schedule details or adjusted when unforeseen obstacles arise.

The Tetra Tech team will control the master schedule with input from all stakeholders and will analyze impacts from individual projects or activities programmatically. Our project controls professionals bring decades of scheduling experience to this contract and are fluent in a full range of software applications. The master schedule will:

- Provide a logical, structured, and feasible timeline for completing the program within the specified time highlighting compliance requirement
- Identify the critical path from kickoff through final completion and closeout emphasizing dates for key deliverables submittal
- Assist the project team in monitoring and measuring the project's progress, focusing on early identification and mitigation of variances

The program master schedule progress and budget performance will be updated on a regular basis throughout the life of the project. Monthly, the Tetra Tech Project Manager will perform the following reviews:

- **Program Schedule Review:** As part of the monitoring and control processes, the Tetra Tech Project Manager will review all projects included in the master schedule monthly and provide any updates or adjustments to the City Project Management Team.
- **Budget Performance Review:** The program budget will be monitored and provided to the City Project Manager, including approved Task Order amounts, actual costs, forecasted costs, and average spend by task. Any trending above or below benchmarks will be brought to the attention of the City Program Manager and remedy or redirection will be discussed.
- **Disbursement Tracking:** Tetra Tech will track, review, verify, and approve funds distributed as requested by the City. The Tetra Tech team will be responsible for the steps of verification of costs and reconciliation.
- **Monitor and Report Overall Program Costs:** A key role of the Tetra Tech Project Manager is that of financial management. Accurate and timely reporting on actual costs, forecasting of accrued costs, and comparison to percentage of work completed and schedule are integral to effective program management.

**Deadline Management: The Tetra Tech team will maintain awareness of all deadlines and, in advance of any upcoming deadlines, and assist the City in requesting extensions as necessary. This includes the following deadlines:**

- Six (6) months for Emergency Work (Category A and B)
- Additional six (6) months for Emergency Work (Category A and B)
- Extensions to RFIs
- Extensions to Appeal Responses
- Twelve (12) months for Section 428 opt in

In addition, our team will work with the City to submit accurate quarterly reports for each project throughout the life of the grant. In our RecoveryTrac™ system, we will implement push notifications to alert two (2) weeks in advance of quarterly reporting deadlines.

## Cost Tracking

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Tetra Tech has time tested cost tracking SOPs used to evaluate the City's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the City that will be web-enabled so that reviewers have real-time access to the most up to date cost and supporting data.

### Project Cost Documentation

The Tetra Tech team is highly experienced in performing forensic cost reasonable analyses when procurement issues arise when a PW is challenged by FEMA. As an engineering firm with over 21,000 technical professionals and staff, we have all the resources needed to defend a cost challenge by FEMA, from the simplest road repair to a billion-dollar levee repair or wastewater system plant relocation. No matter the PW, Tetra Tech has the internal staff resources to assist the City defend its PWs successfully.

**Our team has reconciled over \$6B in FEMA PA related documentation.**

Our team knows the ins and outs of grant management, having worked for Grantees like Florida, Louisiana, Connecticut, Vermont, Puerto Rico, Massachusetts, and New York.

### Reasonable Cost Analysis

In addition to eligible purchase review, Tetra Tech will prepare, on behalf of the City, completed packages for submission through Grants Portal and Requests for Reimbursement (RFR), including audits of claimed costs by comparing documentation and dates with the project scope of work and period of performance for contract labor, material/supplies/force account equipment, force account labor. This includes special issues like exempt employees, benefits/policies in place, and 40-hour threshold issues. Tetra Tech will ensure all work complies with the federal procurement requirements and environmental and historic preservation rules and regulations. Tetra Tech will reconcile force account labor, equipment and material data, avoiding possible duplication of benefit issues in projects which may have insurance coverage or be the responsibility of other federal agencies.

Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac™* system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

### Review of Contracts and Procurement

The Tetra Tech team utilizes a procurement checklist contained in Tetra Tech's Public Assistance Services Program Standard Operating Procedures (PA SOPs) in the review process of disaster procurements and contracts. The checklists contain requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (44 CFR 13.36-FEMA's purchasing regulation) as well as requirements from FHWA such as Form FHWA-1273 and associated requirements identified in the Contract Administration Core Curriculum Participant's Manual and Reference Guide of 2006, and 2 CFR 200.

**Tetra Tech maintains strict adherence to 2 CFR 200 procurement regulations at all levels.**

Tetra Tech has built a business around understanding federal grant programs and appropriations and then building SOPs, staffing, and software tools around those programs to achieve success for our clients. We are uniquely familiar with the procurement and documentation requirements that these federal programs require. Tetra Tech has standard SOPs, trained staff, and custom software applications that have been refined to capture, track, and report on expenditures in accordance with state and federal guidelines. Our staff understands the timelines that they are required to provide documentation, and conversely, the timelines that state and federal agencies are required to respond as well.

### Fraud, Waste, and Abuse

Our team's approach is focused on fraud prevention and deterrence, continuous improvement of current anti-fraud controls and fraud detection, and monitoring with data analytics. We employ a flexible, case sensitive approach to each fraud investigation. We will implement procedures including review, approval, and the related controls to detect potential duplicate payment requests during claims processing. We will use various data analytics tools to identify anomalies in claims, including data extraction techniques to prevent and detect duplicate payments.

When we identify an expense or claim that requires further analysis, we will request additional information from the vendor to supplement any claims that we deem deficient. We will design specific templates, including types of costs and the support that will be needed to adequately support the claims. The goal of requesting additional information will be to reimburse the costs, not deny payments. Therefore, we will work with the City to address all avenues before we deny any costs submitted for reimbursement.

## **Project Worksheet (PW) Development and Review**

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Tetra Tech will complete the EEs based on the information provided the City staff. We will prepare a PW Summary Sheet for submission to the City to include a damage description and dimensions (DDD), cost summary, scope of work, and other relevant documents to the Finance Liaison and Finance Project Manager for upload to Grants Portal submission. Throughout the DUR reconciliation and Request for Information (RFI), our teams will closely coordinate with the City to collect the appropriate documentation and submit to FEMA PDMG staff or FEMA CRC. Through this process, we will work diligently to maximize reimbursement for the City and identify risks for deobligation or non-reimbursement.

## **Project Reconciliation and Closeout**

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Tetra Tech will conduct final inspection activities alongside FEMA and the City to document that work was completed according to the PW scope of work and that all regulatory clearances have been satisfied. Tetra Tech will assist with writing closeout versions to large project PWs and any final project accounting. Once approval to proceed with submittal to FEMA is granted by the City.

## **Grant Closeout Process**

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To close out large projects and receive remaining funds, the City must request a final inspection and submit a closeout form through the State. Tetra Tech will conduct final inspection activities alongside the City and the State. In addition to physically conducting the final inspections for projects, Tetra Tech will assist with writing closeout versions to large project PWs and any final project accounting.

As the City prepares to submit documentation to the State, the closeout packets will be created by Tetra Tech. Once all documentation is collected, final inspection is complete, and approval to proceed with submittal to FEMA is granted by the State, Tetra Tech will extract all required documentation to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout.

## **Assistance During the Audit Process**

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Tetra Tech brings a wealth of experience in audit support for Single Audit, OMB and DHS OIG audits. To this end, Tetra Tech will provide experienced professionals with extensive experience in large-scale disaster management and related audit services. Specifically, we will help to institute processes that validate that projects are fully supported and "audit ready," based on the cost types claimed. We will confirm that the process includes a checklist/program guide to make grant and applicants aware of all required documentation for the major different cost types incurred.

Critical review points include documentation demonstrating proper procurement and contracting, as well as supporting documentation is used given contracting type (e.g., lump sum, unit price, force account). Other areas of consideration include review of submitted charges for duplicate billings, compliance to state and federal labor requirements and other areas where overcharges typically occur, such as overhead & profit markups, labor burden claimed on force account, or duplicate billings.

## **Support During the Appeal Process**

Tetra Tech will work through the first and second appeal process on the spectrum of issues the City may face during future disasters. In the event the City elects to pursue FEMA's arbitration process, our team can provide support through this, having recently been successful in arbitrations for Monroe County, FL and the Commonwealth of Virginia on deobligations following Hurricanes Irma (2017) and Dorian (2018).

## **Appeal and Audit Actions**

Our team, which includes the former general counsel of FEMA, has a deep understanding of the many challenges that impact survivors of these events. We frequently advise clients on issues of eligibility, duplication of benefits, private insurance rules,

practices related to disaster and mitigation claims, environmental and historic preservation, and resolution of compliance and audit issues through negotiation, mediation, and administrative appeal.

While Tetra Tech will work with FEMA, the State, and the City to proactively resolve funding challenges through our collaborative approach, applicants have the legal right to appeal decisions and judgments made by the federal government if resolution cannot be reached. Tetra Tech has been retained to assist clients with first and second appeals. In the event that we would be engaged by the City to assist in an appeal, we will collaborate with the City on the legal/FEMA policy-related components of the appeal.

Our team’s legal professionals have filed over 150 appeals on behalf of applicants/subrecipients under programs managed by FEMA under the Stafford Act (Public Assistance, HMGP, and Fire Management Assistance Grant Programs). **The total funding obtained or restored in the appeals handled by members of our team is more than \$150 million.**

## Engagement Management

Perhaps the most critical component of the grant process will be project reporting and providing the City with visibility to the process. To maximize the efficiency and effectiveness of the program, the Tetra Tech team proposes using its *RecoveryTrac™* system. The *RecoveryTrac™* system was specifically designed for the management and administration of documents, data, and information related to grant administration and case management.

As a means of warehousing files, Tetra Tech utilizes the *RecoveryTrac™* Data Management System as a secure, password-protected, online file-sharing platform to store electronic copies of the monthly progress reports, project work plan, files, and other project-related information. In this way, the City will have access to project-related information in one easy-to-access location without having to expend the time and expense of maintaining their own project filing system. To facilitate a streamlined approach to administering disaster grant programs, Tetra Tech has configured the *RecoveryTrac™* system to organize and manage data and documentation associated with each of the programmatic areas.

### Documentation and Reporting Services

Service Offering	Description
<b>FEMA Reimbursement Technical Assistance Consulting</b>	Tetra Tech’s FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients.
<b>FEMA Compliance Monitoring and Audit Oversight</b>	Tetra Tech’s grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review. This includes FEMA guidance requiring that grantees or subgrantees monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future.
<b>Grant Application Development and Administration</b>	Tetra Tech provides grant application development and administration, which involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
<b>Financial Advisory</b>	Tetra Tech provides financial advisory services involving the development of program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
<b>Data &amp; Documentation Management</b>	Tetra Tech provides data and documentation management by storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
<b>Contractor Invoice Reconciliation</b>	Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost-share.
<b>Regulatory Compliance Monitoring</b>	Tetra Tech provides regulatory compliance monitoring by documenting proper regulatory compliance to maximize reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
<b>Project Scoping</b>	Tetra Tech’s grant reimbursement team can create scoping documents that involve developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
<b>Direct Administrative Costs (DAC) Monitoring</b>	Tetra Tech’s <i>RecoveryTrac™</i> proprietary monitoring software, will allow the City to monitor the amount and ratio of DAC by individual project.
<b>Grant Closeout</b>	Tetra Tech assists clients years after a disaster by providing closeout services. This includes developing a closeout package that is organized to satisfy grant closeout and auditing.

## Dashboard Reporting

Tetra Tech will tailor the *RecoveryTrac*™ Project Workflow Case Management System (CMS) to the City's needs. Tetra Tech will customize *RecoveryTrac*™ reports to meet the City's specific needs for both force account labor and contractor invoice records. Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac*™ system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Because Tetra Tech has managed FEMA PA grant programs across the country, we can anticipate the information the State and FEMA will request to review throughout the entire grant lifecycle. We have built these requirements into our SOPs and our automated system for tracking and controlling costs. We provide transparent, concise, accurate, and routine information to state and federal agencies in aggregate and disaggregate formats as requested and needed. Our proprietary software allows us to run reports in real time that show a summary of costs to present to FEMA.

## Program Reports

For effective reporting to be achieved, key information needed for decision-making must be extracted and summarized from the large volume of data that is collected through the use of project controls processes and tools. We achieve this through a combination of reporting formats, content, data visualization, and careful analysis of the data to result in sound conclusions and recommendations.

## Weekly Reports

The Tetra Tech team will prepare and submit a written report in electronic format to the City. The report will include information related to the KPIs agreed to with the City Project Management Staff during the kickoff meeting including numbers of applications, number of awards, denials, status, and the number of projects monitored and closed out.

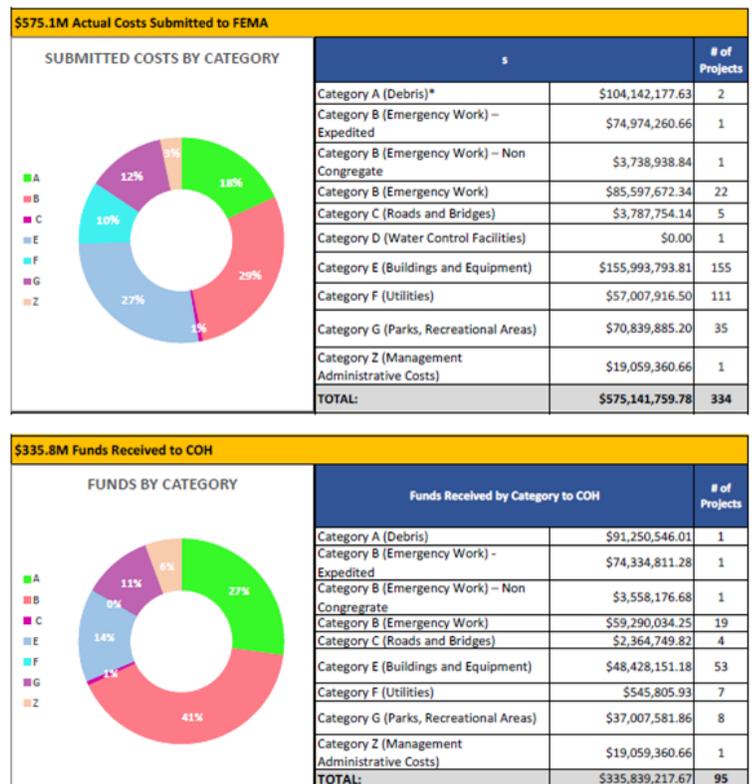
## Weekly Status Meetings

Tetra Tech's program manager will meet each week with the City to review the weekly status report and discuss any issues, concerns, or problems.

## Monthly and Quarterly Progress Reports

Tetra Tech tailors our data management tool so that the review and analysis of the data and preparation of tables and graphs is as automated as possible. This approach will provide consistency and accuracy to our reporting and give the City staff the opportunity to review the data and provide their insights to make the reports more meaningful from a project delivery viewpoint.

## Sample Progress Report Dashboard



The RecoveryTrac™ grant management system was specifically designed for the management and administration of documents, data, and information related to grant administration and case management. The result is a networked and highly functional framework for collecting, managing, and using the flood of incoming data to visualize the progress of damage inventory collection and recovery in real time using customized dashboard reporting.



## Key Features

Information is a critical ally when supporting a major community get back on its feet. FEMA requires highly granular data to support grant application and reimbursement. Tetra Tech has configured the RecoveryTrac™ grant management system to organize and manage data and documentation associated with each grant program in mind.

### Real Time Statistics

### Audit-Ready Data

### Exporting Capabilities



### Efficiency

Regulatory agencies can quickly search and review electronic project data files.



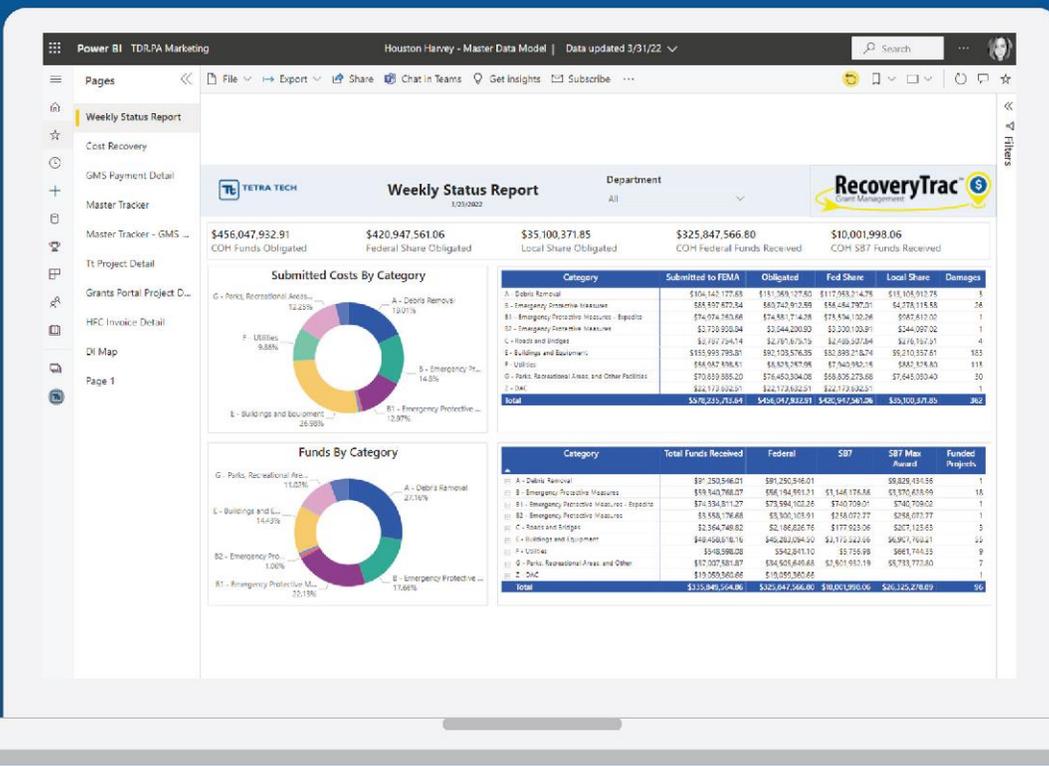
### Enhanced Reporting

Fully customizable data control facilitates custom reporting for any client.

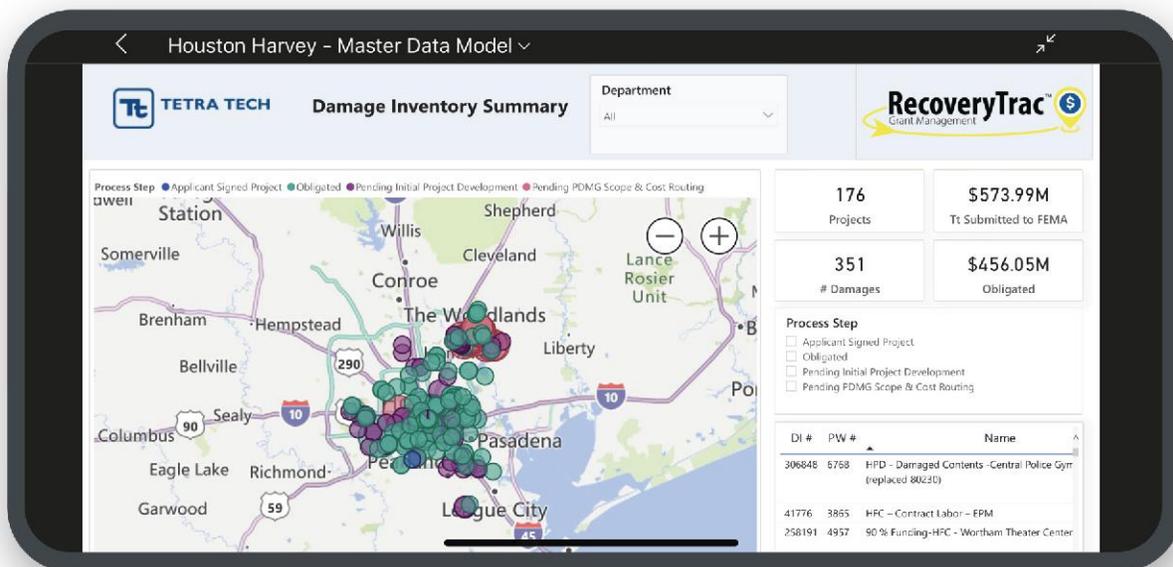


### Fully Transparent

Access to a real-time portal to review project analytics and progress as it happens.



Customizable dashboards are designed to expand with your needs providing secure data management and chain-of-custody tracking of changes, are web accessible with cloud storage, flexible and expandable to encompass project and portfolio lifecycle tracking.



Geospatial project tracking powered by Microsoft PowerBI. Tetra Tech has leveraged emerging technologies and the use of proprietary geospatial GIS software into all four phases of emergency management. This software tracks key data against which program objectives are to be measured, building the highest level of transparency for grant expenditure.

## Annual Performance Reports

We understand that the purpose of the Annual Performance Report is to provide a concise and insightful summary of progress that is suitable for executive-level review and potentially wider dissemination. The format will be provided to the City for early review and comment.

## Final Report

As the final deliverable provided by the Tetra Tech team, the Final Report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Tetra Tech team will begin the process of Final Report documentation before the end of the contract period to deliver a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with our “deliver with the end in mind” approach to program management.

## Long-term Project and Grant Management

Pursuant to the requirements of the FEMA PA grant, the City is required to manage and monitor activities conducted by the departments through reconstruction and repairs. The Tetra Tech team will provide long-term project and grant management services to the City through implementing controls to mitigate risk of non-compliance. These activities include:

- Establishing internal controls within Finance and DPMs, including developing organizational charts, identification, and definition of duties for key employees, and establishing a formal system of authority and supervision.
- Communication with Emergency Management, Finance and other Departments by telephone, e-mail, Microsoft Teams, or in-person to augment or clarify documentation when necessary. Separate files for each applicant are maintained in the *RecoveryTrac*™ system to document communication of deficiencies and corrective actions taken by the department.
- Throughout the duration of repair and reconstruction, the Tetra Tech team will conduct on-site monitoring visits at project locations to document FEMA PA program compliance. The Tetra Tech team will develop and use a checklist for documenting the site visit findings. The checklist will capture information relating to:
  - General project information
  - Environmental and historical compliance
  - Financial management
  - Procurement/regulatory
  - Contract management
  - Project progress

## FEMA Individual Assistance Advisory Services

FEMA’s Individual Assistance (IA) Program’s purpose is to direct financial assistance to disaster-affected individuals whose primary residence, primary transportation, or essential personal property have been damaged or destroyed or who have incurred certain expenses as a direct result of a declared disaster for which they are uninsured/underinsured and for which other assistance is unavailable or inadequate.

It is imperative to assist disaster victims through the IA Program as quickly as possible so that the City’s citizens can begin the recovery process. Our experience in supporting community outreach, sheltering intake, housing inspections, and Direct Housing installation and maintenance has enabled us to develop and refine effective, efficient approaches to disseminating information to those who need it as well as collecting information required by FEMA for grant funding so that victims get the assistance to which they are entitled.

### Individual Assistance Data to Drive Long-Term Recovery

Tetra Tech has worked closely with individual assistance data in response to disasters in Richland City, SC and Dougherty City, GA to obtain HUD CDBG-DR allocations.

Our team has worked tirelessly to understand and evaluate the data to ensure that staff at HUD or elected officials are aware of the needs of the community.

Our support will include:

- Staff to support outreach operations as community relations specialists, providing victims with essential information about disaster assistance programs. Our disaster response field personnel are trained to answer questions about other means of support simply and effectively to help disaster survivors in all aspects of recovery.
- Provision of personnel to assist with shelter intake registration.
- Tetra Tech's services are unique in our ability to offer clear understanding of the many IA programs and how they can be combined to best meet the needs of the City while also supporting implementation in order to provide the food, shelter, housing, and medical support programs for the people most affected by each disaster.
- Development of checklists to ensure that sites identified to house potential Disaster Recovery Centers (DRCs) meet special needs requirement.

## Recovery Operations

Our project management staff and technical advisors work closely with our clients to develop a nuanced understanding of disaster victims' needs and are empowered to assist in designing and executing programs that will truly get them the help they need.

We are committed to providing responsive, timely, cost-effective, and outcomes-driven technical assistance for programs aimed at individuals. Our staff comprises skilled former senior administrators of community development, homeless, and public housing programs; housing developers; economic development specialists; environmental engineers; and government officials with years of direct experience working in nonprofit, local, state, and federally funded organizations. During this phase, some of the tasks our team will provide includes:

- Participate in and conduct community relations functions and outreach
- Partner with FEMA personnel to assist victims
- Provide survivor benefits eligibility guidance
- Work as an advocate of victims and immediately bring to the attention of FEMA any misunderstandings or problems an applicant may have involving any aspect of eligibility, funding, or the programs in general
- Consult with applicants requesting assistance
- Consult with applicants requesting assistance
- Provide assistance related to all aspects of temporary housing programs and/or home repair programs
- Provide assistance in coordinating legal assistance to disaster victims.
- Provide assistance related to the Disaster Unemployment Assistance Program
- Provide assistance related to the National Flood Insurance Program

## Reporting and Closeout

Tetra Tech understands that the data from the Individual Assistance Programs is the biggest driver for HUD's CDBG-DR appropriation for unmet needs and long-term recovery, and therefore will work closely with the City to ensure that the closeout process includes obtaining and analyzing data for submission to HUD. Tetra Tech will develop reporting and closeout documents based on the following data sets, including:

- FEMA Individual Assistance data
- National Flood Insurance Program (NFIP) flood claim data
- SBA loan data
- Red Cross Coordinated Assistance Network (CAN) data
- Crisis cleanup service data
- FEMA Direct Housing mission data

## FEMA 404 and 406 Hazard Mitigation Services

Hazard mitigation is an essential tool to break the cycle of damage due to disasters. Tetra Tech is a leader in assisting states and municipalities in hazard mitigation planning and program execution. As the recovery to a disaster begins or preparations are made prior to a future disaster, it is critical that all operations consider available hazard mitigation opportunities. The Tetra Tech team has the expertise and experience to coordinate the City's efforts to support the consideration of all mitigation options. Tetra Tech provides the following services:

- Mitigation Program Administration
- Mitigation Planning and Hazard Assessment
- Section 404 and 406 Mitigation Integration
- Hazard Mitigation Assistance Program Application and Implementation (HMGP, FMA, and PDM)

Subrecipients participating in the FEMA PA Program can access Section 406 Mitigation funds during the development of PWs for damaged public facilities. The Section 406 program is designed to enhance the facility's ability to perform against future disasters, thus protecting it from repetitive loss. By maximizing Section 406 Mitigation opportunities, the City can reserve more finite funding sources such as HMGP or CDBG-DR to satisfy other unmet needs. Increasing the use of Section 406 Mitigation funds will also add to the total amount of PA funds, thereby increasing the HMGP funds made available to the State.

### 404 Hazard Mitigation Grant Program Support

At the City's request, the Tetra Tech team will assist with identifying future mitigation grant opportunities to supplement the disaster-related mitigation programs through FEMA's 404 Hazard Mitigation Grant Program or NFIP's Flood Mitigation Assistance (FMA) program. Tetra Tech is prepared to assist the City with HMGP or FMA services, including preparing applications, conducting outreach to potential property owners, developing application scopes, assessing cost-effectiveness (cost-benefit analysis), regulatory clearances, grant implementation, and audit and closeout services. Currently, Tetra Tech is assisting communities in Florida, South Carolina, and Texas with HMGP and FMA grants.

### 406 Hazard Mitigation Grant Program Support

With all permanent work PA projects, the Subrecipient has the option to request hazard mitigation measures as part of the project – termed a hazard mitigation proposal (HMP) – which can be funded up to an equivalent amount of 100% of the eligible repair or replacement costs. Where an HMP is 15% or less of the project cost, the HMP can be immediately approved by FEMA during project formulation. HMPs that are >15% but <100% that are from FEMA's pre-approved list of mitigation measures are considered automatically cost-effective and approved during the project formulation process. For HMP >100% the Subrecipient must submit a BCA (minimum threshold ratio of 1:1) for FEMA approval prior to starting work.

### 428 Program Election Support

Section 428 projects are funded up to the fixed cost estimate for eligible repair, replacement, and mitigation work, and if actual costs are less than the fixed estimate, the Subrecipient may retain the excess funds for other approved uses. The Subrecipient may prepare and submit an estimate to FEMA for validation or may choose to allow FEMA to prepare the estimate. FEMA will validate each estimate for cost reasonableness, and if the estimate is within 10% of the local average weighted unit prices or industry standard construction cost data, will accept the Subrecipient's estimate.



PA 406



HMGP 404

Our team has successfully worked with the City of Houston on the Flood Mitigation Assistance (FMA) grant over the last two years alone to obtain \$38.9M in federal funding for Home Elevation grants. This unprecedented commitment by the City and the Tetra Tech team will contribute to facilitating the elevation of the homes of over 100 residents and ensuring their homes are out of harm's way.

Additionally, over the past 4+ years we've assessed drainage issues associated with the City's drainage system and have reviewed hundreds of Capital Improvement Plan (CIP) projects for funding eligibility.

**Tetra Tech has unmatched depth in the areas of Benefit Cost Analysis (BCA) on 406 and 404 mitigation projects.**

Our team is experienced in utilizing social and economic benefits to increase BCA ratios when handling some of the most complex projects.

Excess funds may be used for other approved or eligible work but cannot be used to offset the 10% local cost share. The Subrecipient, FEMA, and the State have twelve (12) months from declaration to reach agreement on the fixed cost estimate. Project formulation (DDD, eligible SOW, HMP approval) follows the same policies as Section 406 project development, and projects may be consolidated during formulation to allow maximum flexibility in developing the SOW. The governing grant document is a Fixed Cost Estimate Subaward Agreement Letter. Individual project estimates greater than \$5 million will be reviewed by a FEMA expert panel.

## HMGP Grant Monitoring

The lifecycle of a project from grant award through closeout requires clear communication with FDEM and FEMA. Often there is a change in project scope requiring a change request or an extension of the project period of performance which must be submitted with appropriate supporting documentation to FDEM and FEMA for approval. For some changes there are procurement requirements that must be followed to avoid a de-obligation of funds. Additionally, if FEMA denies a request or determines some work was ineligible, the action may trigger an appeal process. Finally, there are various quarterly reporting requirements and regular documentation management that must occur to keep the project on track.

Additionally, as updates and adjustments to HMGP policies are made, such as the Hazard Mitigation Grant Program Management Costs (Interim) Policy and the replacement of the Pre-Disaster Mitigation program with the BRIC program, Tetra Tech will develop info sheets and conduct briefings with City staff to highlight and crosswalk policy changes and implications for new or ongoing HMGP projects. Furthermore, Tetra Tech's subject matter experts have decades of policy experience and have applied novel remedies, methods, and approaches to enable solution sets and common ground to develop between applicants, FEMA, and the State to resolve roadblocks and facilitate issue resolution and project progress.

## HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support Services

The Tetra Tech team has comprehensive experience working with the HUD CDBG-DR and CDBG-MIT programs and has a successful record of helping communities across the region bolster recovery efforts and long-term resilience. Tetra Tech has applied our expertise with these programs to help numerous communities navigate complex program requirements, including the development of Action Plans, Consolidated Plans, grant management, application procedures, and compliance review among other services.

### **Tetra Tech has administered the largest CDBG-DR and PA programs in the nation.**

- Commonwealth of Puerto Rico after Hurricane Maria
- Louisiana after the 2016 Floods
- New York City after Hurricane Sandy

We will apply the same principles that led to speed of delivery reduce cost from previous programs in these successful recovery programs.

**The Tetra Tech Project Team has assisted our clients in obtaining and managing over \$3 billion of HUD CDBG-DR and CDBG-MIT grant funds over the past decade.** Tetra Tech offers the City the advantage of a full-service, integrated team with both the technical expertise and staff capacity to provide expert guidance in navigating all facets of the CDBG-DR and CDBG-MIT program and its requirements.

## Technical Guidance and Compliance Monitoring

Tetra Tech will leverage our considerable experience working with the CDBG-DR and MIT program to provide the City with ongoing technical guidance and compliance monitoring during the planning and implementation of all CDBG-DR related activities. This will include expert guidance in the following areas as they relate to the program:

- **Funding Technical Assistance:** Provide expert guidance on the most appropriate, allowable, and effective uses of the CDBG-DR and CDBG-MIT funds.

- **Policies and Procedures:** Conduct a comprehensive review of all existing systems, policies, and procedures for CDBG-DR and CDBG-MIT grant management and compliance. As needed, assist staff with policy and/or program changes, development and updating of Policy and Procedures Manual.
- **Project and Program Eligibility Review:** Verify individual project or program eligibility and conformance with all program requirements. Document all required eligibility requirements for each use of funding, including but not limited to national objectives, duplication of benefit calculations, connection to the federally declared disaster, timely expenditure of funds, prevention of waste fraud and abuse, compliance with Davis Bacon and Section 3 requirements, among others.
- **Program and Project Tracking:** Assist with continuous tracking of all projects and programs utilizing CDBG-DR and CDBG-MIT funds. Develop internal project documentation and tracking procedures that successfully interface with HUD's required Disaster Recovery Grant Reporting (DRGR) system.
- **Quarterly Reporting:** Prepare and submit required quarterly performance reporting to HUD.

**Tetra Tech is equipped to provide the City staff with guidance that is clear and compliant with requisite laws, regulations and guidelines as required by FEMA, the State of Florida, and other agencies.**

### Unmet Needs Assessment

Tetra Tech will conduct a comprehensive Unmet Needs Assessment that will allow the City to understand the breadth of remaining community needs more fully to maximize the benefits of the limited CDBG-DR and CDBG-MIT resources. Tetra Tech will identify and document damages and impacts from the federally declared disaster and assess all existing recovery resources to determine the remaining recovery gap for which CDBG-DR and CDBG-MIT funds can be used. This process will support all subsequent duplication of benefit calculations for individual projects by ensuring that CDBG-DR or CDBG-MIT funding is only used for those projects in which other funding is not available.

To complete the Unmet Needs Assessment, our team will undertake a multi-pronged process that incorporates a range of both quantitative and qualitative analyses to identify and document unmet needs in the City. At a minimum, Tetra Tech will evaluate three core aspects of recovery: housing, infrastructure, and the economy at the lowest geographic level practicable, with a focus on any unaddressed special needs. The following sub-tasks will be included in the Unmet Needs Analysis:

- **Community and Stakeholder Engagement:** Conduct up to five meetings with local stakeholders to discuss the impacts from the storm event, unmet needs, impacted populations, actions taken to date, and clarification of long-term needs and resilience opportunities. These open and engaging forum meetings will also help facilitate connectivity with local organizations who may be involved in recovery efforts and/or have access to unique information to support the identification of unmet needs. Additionally, a survey will be distributed to appropriate community stakeholders to identify additional impacts and unmet recovery needs.
- **Evaluation of Existing Plans and Documents:** Perform an evaluation of existing plans, documents, and information sources to help further understand the depth and breadth of issues and unmet needs. Tetra Tech will collect and review a variety of information to determine the location and extent of damage associated with the storm event as well as funding assistance received or anticipated from alternate sources. These documents may include but not be limited to FEMA Verified Loss data, FEMA PA subrecipients, FEMA Individual Assistance survivor data, SBA recipients, NFIP data,

### Tetra Tech has extensive CDBG-DR and MIT experience.

- Assisted Richland County, SC with the preparation of their *CDBG-DR Action Plan that was approved by HUD in 5 working days*. Tetra Tech recently assisted the County with the development of their \$21M CDBG-MIT action plan.
- Developed the *City of Houston infrastructure* section of their 2015 CDBG-DR Action Plan for use of \$66M in CDBG-DR funds. Tetra Tech was responsible for plan writing, analyzing flood data and project identification of infrastructure projects that support impacted neighborhoods in low to moderate areas.
- Developed the *U.S. Virgin Islands Housing Finance Authority CDBG-MIT Action Plan*.
- Developed *CDBG-DR Community Reconstruction Plans* for 11 New York communities devastated by impacts of Superstorm Sandy, Hurricane Irene, and Tropical Storm Lee under the State of New York's NY Rising Reconstruction Planning program for the use of more than \$33 million of CDBG-DR funding.

relevant Hazard Mitigation Plans (HMP), Flood Insurance Studies (FIS), Flood Insurance Rate Maps (FIRM), and any local/municipal post flood reports.

- **Meetings with Government Officials:** Conduct focused meetings with local officials to complement data gathering efforts. These meetings will help provide additional flood damage data and a greater understanding of existing and needed resources for recovery and resilience.

## Action Plan Development and Approval

Once the collection of the data/information is complete, our team will prepare the required Action Plan with associated strategies and programs to guide the appropriate expenditure of CDBG-DR and CDBG-MIT funds. Our team will work collaboratively with local points of contact throughout the development of the draft Action Plan to develop an overarching direction for the plan's development and all specific strategies, actions, and programs for implementation. The Action Plan will identify impacts, community status, needs, potential duplication of benefits, funding gaps, and impacts to vulnerable populations and low to moderate income (LMI) households. When complete, Tetra Tech will provide the draft Action Plan to the community for review and comment.

## Environmental Reviews

As requested by the City, Tetra Tech can use its vast experience performing environmental reviews to support the implementation of programs and projects proposed for CDBG-DR funding. Tetra Tech's environmental reviews may include environmental assessments, categorical exclusions, and historic preservation reviews. Our team reviews project descriptions to determine the level of environmental review required and prepares and submits all required HUD forms and documentation supporting environmental findings. Supporting documentation includes information gathered during on-site field visits, GIS mapping and analysis, and web-based research. Our team is experienced in procuring and working with archaeologists, geologists, biologists, historians, permit engineers, and other consultants whose special services may be needed to secure environmental clearance.

## Program Management and Implementation

Following HUD approval of the Action Plan, Tetra Tech will assist the City with the implementation of all CDBG-DR and CDBG-MIT programs and projects. This will include a comprehensive set of services to ensure compliance with all programmatic requirements while also maximizing efficiency and the full recovery benefits of the CDBG-DR and CDBG-MIT funding. Specifically, Tetra Tech will provide the following core services during implementation of the programs and projects:

- **Project Meetings:** During the first six (6) months after the Action Plan is approved, our team will meet with representatives of the City on a weekly basis to review drafts of the programs and policies, address any issue that have been identified by both the client and HUD, and provide technical assistance related to specific proposed projects.
- **Program and Application Procedures:** Develop program and application procedures, materials, and evaluation criteria for consideration of projects. A draft set will be provided for review and then a final draft provided.
- **Project Prioritization:** Assist with the review of submissions for program eligibility and relation to national objective(s) and assess effectiveness for recovery and resilience. Assist with project prioritization and develop implementation strategies for the identified projects.
- **Compliance Monitoring:** Provide ongoing compliance monitoring and guidance during project implementation including but not limited to procurement procedures found in 24 CFR Part 85.36, federal labor standards, fair housing, accessibility requirements, eligible costs, funding drawdown, and construction schedule, among others.
- **Housing Program Assistance:** Assist in ensuring that any housing programs or projects meet the eligibility criteria of 24 CFR Part 570 Subpart C – Eligible Activities. All eligible activities and projects will be monitored and implemented to comply with all subsequent federal requirements regarding buyouts, acquisitions, relocation, and any necessary rental assistance under fair housing requirements.
- **Economic Development Program Assistance:** Assist on any economic development projects to ensure that they meet the requirements of 24 CFR Part 570.209 including job creation, employment information, review of activities for eligibility, ongoing monitoring, and records maintenance.
- **Construction Oversight:** Assist with contractor oversight and management, which would begin with assistance in identifying contractors that may meet Section 3 and MBE/WBE requirements. Other services would include guidance on contractor pre-bid meetings, bid reviews, pre-construction meetings, labor compliance, and construction progress tracking.

- **Funding Strategies:** Assist with identification of alternate funding sources for priority projects. Review all federal programs (disaster recovery and general assistance) and identify best practices for leveraging funds to promote resilient sustainable communities.
- **DRGR Data Management System:** Assist the City with using the DRGR system to set up the Action Plan components, processing expenditures of funds and preparation of the quarterly reports. Our team will meet on a regular basis during the first two quarters of the program implementation to provide hands-on assistance with the system and respond to any issues and/or concerns.
- **CDBG-DR/MIT Training:** Provide educational and technical assistance training programs on recovery and the CDBG-DR/MIT programs for local officials.
- **Environmental Review Compliance:** Assist with the development of new Environmental Review Records, review existing Environmental Review Records, and make recommendations on Environmental Review policies.
- **Labor Standards Compliance:** Provide the City with Labor Standards Compliance services for new, existing, and past projects including review of contractor documentation and adherence to Davis Bacon requirements.
- **Policy and Procedures Review:** Review policies and procedures and recommend amendments in order to be in compliance with Federal guidelines and to provide consistency across program documents.
- **Procurement and Contract Management:** Provide the City with direct consulting services regarding procurement strategies for CDBG-funded projects. Review new and existing contracts for compliance with Federal rules and regulations.
- **Reporting support for IDIS, DRGR, , and Related Requirements:** Provide the City with consulting services to review data submission requirements for Federal reports, including documentation of performance data and tie back to data sources and grant agreements.
- **Section 3 Compliance:** Assist the City with documenting efforts to comply with Section 3 provisions.

## Emergency Management Support Services

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### Capacity Analysis and Master Planning

The FEMA PA program truly works like two separate programs – the emergency repairs which function like a true reimbursement program (Categories A & B) and the permanent repairs which function like a Capital Improvement Plan (CIP) for Categories C – G. Our firm is equipped to provide technical experts who have worked with some of the largest water, wastewater and electric utilities to build complex, multi-year rehabilitations and consolidations to their systems.

We believe that not only is it imperative to rebuild, but building it forward, in a method that will protect public infrastructure for years to come. This type of analysis and master planning should be done within the first 6 months of the disaster in a collaborative effort with the subrecipients finance department, executive team and public works groups.

### Long-term Project and Grant Management

Pursuant to the requirements of the FEMA PA grant, the City is required to manage and monitor activities conducted by the departments through reconstruction and repairs. The Tetra Tech team will provide long-term project and grant management services through implementing controls to mitigate risk of non-compliance. These activities include:

- Establishing internal controls within Finance and Departmental Project Managers (DPM), including developing organizational charts, identification, and definition of duties for key employees, and establishing a formal system of authority and supervision.
- Communication with Finance and Departments by telephone, e-mail, Microsoft Teams, or in-person to augment or clarify documentation when necessary. Separate files for each applicant are maintained in the *RecoveryTrac™* system to document communication of deficiencies and corrective actions taken by the department.

Throughout the duration of repair and reconstruction, the Tetra Tech team will conduct on-site monitoring visits at project locations to document FEMA PA program compliance. The Tetra Tech team will develop and use a checklist for documenting the site visit findings. The checklist will capture information relating to:

- |   |                          |
|---|--------------------------|
| • General project information             | • Procurement/regulatory |
| • Environmental and historical compliance | • Contract management    |
| • Financial management                    | • Project progress       |

## Preplanning and Preparedness Activities

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Tetra Tech is prepared to provide a suite of training modules based on the requests of the City. In addition, Tetra Tech will conduct one half-day training session for the City staff on the FEMA PA Program at no cost. Based on other similar trainings we have conducted; our focus will be on:

- Changes to the FEMA PA Program, such as a new PAPPG edition, supplemental guidance derived from the Disaster Recovery Reform Act (DRRA) and event-specific guidance;
- Implementation of Section 428 of the Stafford Act;
- Overview of recent DHS-OIG audits; and
- Best Practices for the FEMA PA Program based on recent disasters.

The agenda will be approved by the City's Project Manager prior to finalization and will be conducted by the Tetra Tech Project Manager or Training Facilitator. We anticipate that invitations will be coordinated through the City and extended to relevant agencies.

## 2. Timelines

Tetra Tech’s proposed schedule will be refined and validated in close coordination with the City. Tetra Tech’s needs assessment schedule is detailed below, beginning with contract execution and/or the receipt of a notice to proceed from the City. Estimated number of meetings and type of meetings that will be required are detailed throughout the work plan; however, these will be modified to the needs of the City as identified at the kickoff meeting.

### Draft Operational Plan

Time	Task	Deliverables/Milestones
<b>H-0 CONTRACT EXECUTION / RECEIPT OF A NOTICE TO PROCEED</b>		
<b>Needs Assessment</b>		
Week 1+	<b>Meet with City to review activity to date</b>	Conduct kickoff meeting to review scope of services, establish work plan assumptions, identify reporting requirements, and understand overall client needs and expectations. Establish points of contact to maintain clear project communication. Update critical documents and files, including record of spending to date.
Week 1+	<b>Submit RFI to the City</b>	Issue an RFI to the City immediately following the kickoff meeting. Provide <i>RecoveryTrac</i> ™ system access.
Week 2+	<b>Data management</b>	Initiate reconciliation of City Force Account documentation. Define periodic reporting requirement and schedule.
Week 2+	<b>Procurement review</b>	Provide procurement assistance to our clients, including providing procurement experts to provide disaster contracting guidance to review scopes, adherence to grant funding requirements and 2 CFR 200, and satisfactory project completion.
Week 3+	<b>Data collection and analysis of data</b>	Gather, compile, and review available data that will assist the team in understanding the future of the PA program.
Week 3+	<b>Draft work plan</b>	Based on the data provided by the City, draft a work plan that incorporates the appropriate scope of services elements, staff, and resources to continue the recovery work in a specified amount of time.
Week 4+	<b>Meet with City to review work plan</b>	Conduct a meeting with the City to review the proposed work plan, receive concurrence, and start the next phase of the recovery work.
<b>Recovery</b>		
Month 2+	<b>PWs submitted to FEMA for processing</b>	Continue PW development. Submit City-approved PWs to FEMA (PWs will be submitted to FEMA in the order they are completed).
Month 2+	<b>Support FEMA PA RFIs, CRC EEI inquiries, versions, RFRs, and/or appeals</b>	Respond to FEMA Requests for Information. Support version requests. Support request for reimbursement process. Support appeals (if necessary).
Month 6+	<b>Support FEMA PA RFIs, versions, RFRs, quarterly reports, and/or appeals</b>	Respond to FEMA RFIs. Support version requests. Support request for reimbursement process. Support audit requests. Support appeals (if necessary).
Month 12 Project Completion	<b>Document turnover/closeout</b>	Manage final reconciliation. Release hard copy files. Provide electronic database. Provide current version of desk manual/operational guide. Assist the City with long-term reimbursement. Audit assistance.

## Kickoff Meeting

The Tetra Tech team will begin the project by conducting a kickoff meeting to develop the project work plan and review and update existing communications protocols. The kickoff meeting will include the City key staff, other disaster stakeholders, and the Tetra Tech team. During the kickoff meeting, the Tetra Tech team will review the project's goals, objectives, timeline, and deliverables. The outputs of the initiation kickoff meeting will be a stakeholder register and a Tetra Tech/City coauthored project scope statement that will provide the global framework for the project work plan.

**Continuous and coordinated communication with City staff is essential for the success of this project.** Our project management team understands the importance of effective communication and will seek to establish a communication protocol with the City at the kickoff meeting to continue enhancing our proactive working relationship and maintaining frequent information exchange.

Areas to be discussed in the kickoff meeting and memorialized in a project work plan will include but not be limited to organizational reporting, timeline of key events, roles and responsibilities, contact information, staging of staff operations, internal communications, reporting and information requirements, templates of critical forms, identification of key FEMA officers, process flow and approvals of documents, gathering information on critical issues, identifying protocols to track and resolve issues, information to be included in Tetra Tech status reports, maintenance of status reports, process for establishing task orders, and other information as specified by the City.

## Program Management Plan

The Tetra Tech team will utilize the accepted project scope statement to develop a program management plan that details the break down, sequence, and plan of the project method; project milestones; tasks and deliverables; project timeline; and deliverable dates, as well as outlines the responsibilities and organizational and reporting relationships of the Tetra Tech team to the City. The program implementation plan will serve as the comprehensive recovery strategy and timeline.

An underlying factor that contributes to the success of Tetra Tech projects is our dedication to established and successful project management principles, which Tetra Tech utilizes to thoroughly train all staff. In addition, status reports that track the project based on the project work plan will be distributed and discussed regularly.

## 3. Dependability

**Tetra Tech understands it is critical that the City partners with a trusted contractor who will respond immediately and provide high-quality services throughout the engagement.** Tetra Tech is recognized for its ability to quickly and effectively respond to large-scale projects. Since 1990, Tetra Tech has been providing comprehensive emergency response services to both governmental and private clients. Most notably, we have continuously supported the U.S. Environmental Protection Agency's (EPA) Emergency Response and Removal program since 1995, serving as prime contractor or subcontractor in eight of the ten regions across the country. Over this time, we provided technical consulting expertise on nearly 2,000 emergency response efforts nationwide. Tetra Tech is prepared and committed to serving the City of Clearwater for their disaster recovery needs. We look forward to working with the City to streamline current processes and establishing the best route to federal reimbursement.

# Tetra Tech is a **trusted and proven** partner to the City of Clearwater.

## TRUSTED & DEDICATED PROJECT TEAM

Our team includes the reliable, dedicated, and expert key staff that supported the City in response to Hurricane Irma. Our team is prepared to respond to the City's exact specifications with **zero learning curve**.

## CONSISTENT COORDINATION

Tetra Tech maintains excellent working relationships with our clients throughout the duration of the contract. This allows us to **seamlessly communicate and coordinate with the City** regarding disaster recovery services.

## LOCAL INFRASTRUCTURE & EXPERTISE

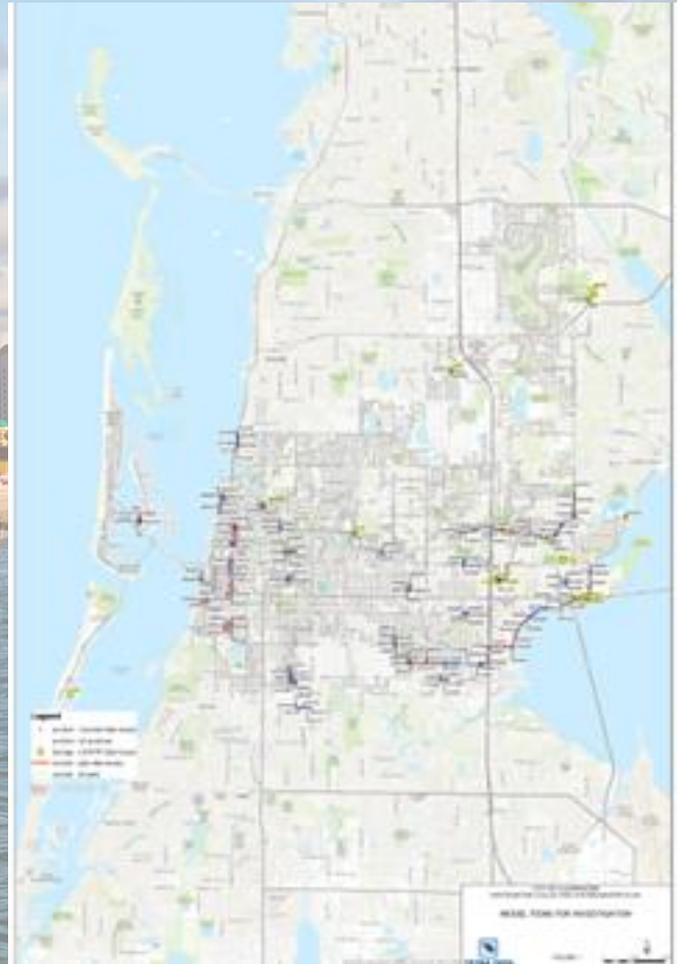
Our team has worked in Pinellas County, the City of Clearwater, and throughout Florida for decades. We are uniquely familiar with the City's approach and management of disaster recovery.

## TURNKEY RECOVERY FIRM

Tetra Tech provides the City with the resources of a \$3B firm with over 20,000 multi-disciplinary employees. Whether rapidly working to clear critical transportation corridors or performing financial recovery services -- Tetra Tech has the size, skills, and expertise to get it done.

## UNMATCHED CAPACITY

With **22 offices and more than 900 staff** across Florida, Tetra Tech offers an unparalleled level of support and sophistication in disaster response and recovery operations.



## 4. Dispute Resolution

Tetra Tech is adept at assisting clients with applying for and retaining grant funds, even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding. Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

A representative example of past clients we have supported during dispute resolution includes, but is not limited to:

- Our team is currently retained by the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to assist on hundreds of appeals related to 11 disasters dating back to Hurricane Katrina in 2005.
- Our team is currently working with FEMA's new VAYGo process for clients in Texas such as Fort Bend County and the City of Houston along with the Commonwealth of Puerto Rico.
- During our work with the State of Vermont, Tetra Tech worked on five (5) appeals for PWs related to Tropical Storm Irene. As a result, four appeals were overturned, and one appeal upheld.
- During our work with the Port of Galveston, our team has been involved in appeals related to storm-induced erosion and 705(c) claims. At this time, we have been successful on the appeals, with many remaining to be decided by FEMA region during first appeal.
- Our team supported the successful appeal of over \$400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne for Lake County, Florida. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive GIS analysis of the debris collected in question and was able to appeal the decision and obtain reimbursement from FEMA.

We have an uncompromising commitment to providing our customers with quality technical products and services, while meeting the highest level of ethical standards and performance in our jobs. In the table below are examples of previous obstacles that have been faced and overcome by Tetra Tech in previous projects.

### Obstacle

### Resolution Strategies



Lack of Documentation

- Conduct interviews with staff to learn about potential conflicts
- Provide guidance and training to staff on relevant documentation
- Utilize existing documentation



Technical Requirements

- Avoiding duplication of benefits
- Following a strict Quality Assurance/Quality Control process
- Maintaining current knowledge of requirements, changes, and regulations



Processes

- Develop and continually update SOPs
- Learn from previous obstacles and apply understanding to future projects
- Alleviate recurring errors by solving them at the system-level



Communication

- Maintaining direct relationships with FEMA Regional Representatives
- Focus on preventing disputes, as well as solving them
- Keeping clear communication amongst all parties as we work toward a common goal

## 5. Cost of Consulting Services

Tetra Tech has provided hourly rates required for the scope of work. Hourly rates include applicable overhead and profit, and are inclusive of costs including lodging, meals, transportation, and per diem.

### Hourly Rates

Title	Hourly Rate
Administrative Specialist I	\$48.00
Administrative Specialist II	\$57.60
Research Assistant	\$61.20
Proposal Coordinator	\$63.60
Comm. Technician	\$68.40
Help Desk Operator	\$74.40
Administrative Specialist III	\$76.80
Research Assistant II	\$79.20
Service Center/Logistics Specialist	\$81.60
Analytical Aide	\$90.00
Planning Aide	\$96.00
Project Control Specialist	\$99.60
Oracle Database Administrator	\$102.00
Consulting Aide	\$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$120.00
System Administrator	\$126.00
Law Enforcement Subject Matter Expert/Trainer	\$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Accountant/Environmental Specialist I	\$132.00
Public Assistance/Grant Management Consultant	\$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Accountant/Environmental Specialist II	\$150.00
Consultant/Planner/ Scientist/Assessor/Analyst/Accountant/Environmental Specialist III	\$162.00
Senior Public Assistance/Grant Management Consultant	\$162.00
Senior Oracle DBA	\$165.60
Supervising Public Assistance Consultant	\$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/Accountant/Environmental Specialist	\$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Accountant/Environmental Specialist	\$180.00
Program Manager	\$189.60
Senior Program Manager	\$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$210.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$234.00
Subject Matter Expert	\$270.00
FEMA Appeals Legal Specialist	\$292.80
Senior FEMA Appeals Legal Specialist	\$420.00
Principal FEMA Appeals Legal Specialist	\$510.00

Tetra Tech's labor costs for services are eligible for reimbursement under FEMA's Public Assistance Management Cost Policy up to 5% of grants awarded. Tetra Tech's timekeeping policies have been built in line with FEMA's administrative documentation requirements. The reimbursement for these services are at 100% federal funding. To the extent that costs are incurred for other grant programs such as FHWA-ER, US Treasury, or HUD programs, Tetra Tech will expect services to be eligible for reimbursement under programmatic administrative allowances which may vary.

## ATTACHMENT D

### FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

#### **REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### **TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of

the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or 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.

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 contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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 contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the 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.

#### **DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" 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.

1. *Minimum wages.*
  - i. All laborers and mechanics employed or working upon the site of the work ( or under the United

States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits ( or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

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

3. *Payrolls and basic records.*

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

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

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

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. *Apprentices and trainees-*

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a

training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. *Compliance with Copeland Act requirements.*

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act requirements.*

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

9. *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.

10. *Disputes concerning labor standards.*

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

11. *Certification of eligibility.*

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

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

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (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 (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### (a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12,

respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

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

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

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

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File
- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
  - (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
  - (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) *Contractor* Action to Protect the Government's Interest
- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
    - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
    - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
  - (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
  - (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
  - (4) The *contractor* agrees to include, within the specification of any United States patent applications

and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:
  - (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
  - (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
  - (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
  - (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

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Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) 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.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.

- (o) 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.

#### **FEDERAL WATER POLLUTION CONTROL ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (1) 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 etseq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.
- (3) 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.

#### **DEBARMENT AND SUSPENSION**

##### **Contractor must complete enclosed certification**

- (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 contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) 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 Client. 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 (insert name of recipient/subrecipient/applicant), 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 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00. **Contractor must complete enclosed certification**)

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 who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief 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 any 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

#### **PROCUREMENT OF RECOVERED MATERIALS**

(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.)

- (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:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) 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>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, 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.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **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.

#### **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.

#### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **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, contractor, or any other party pertaining to any matter resulting from the contract.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

#### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### **AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

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

**BYRD ANTI-LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. 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.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

**DEBARMENT/SUSPENSION CERTIFICATION**

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 (No procurement Debarment and Suspension).

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

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor \_\_\_\_\_ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

## CIVIL RIGHTS COMPLIANCE PROVISIONS

### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the

provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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 contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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 contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the 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.

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**Signature of Contractor's Authorized Official**

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**Name and Title of Contractor's Authorized Official**

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**Date**