



**REQUEST FOR PROPOSALS
PCB24-03 RFP DISASTER DEBRIS MONITORING
SERVICES**

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

**Date of Issue: September 11, 2023
Responses Due: October 11, 2023**

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

TABLE OF CONTENTS

<u>BIDDING AND CONTRACT DOCUMENT SECTIONS</u>	<u>SECTION PAGES</u>
Notice to Proposers	1 – 2
Request for Proposals	1 – 2
Terms and Conditions	1 – 6
Federal Regulation Contract Requirements	1 – 6
Scope of Service/Specifications	1 – 4
Submittal Requirements	1 – 4
Evaluation Process	1 – 2
<u>REQUIRED FORMS</u>	<u>SECTION PAGES</u>
Cost Proposal Form	1 – 2
Proposal Bond	1 – 2
Public Construction Bond	1
Proposers Certification	1
Conflict of Interest Statement	1
Drug Free Workplace	1
E-Verify Form	1
Non-Collusion Affidavit	1
Statement on Public Entity Crimes	1 – 3
W9	1 – 6
FAR Certification Regarding Debarment	1 – 2
FAR Certification for Disclosure of Lobbying Activities	1
<u>EXHIBITS</u>	
Exhibit A – Insurance Requirements	
Notice of Contest of Claims Against Payment Bond	
Waiver of Right to Claim – Progress Payment	
Waiver of Right to Claim – Final Payment	
MSA – Master Service Agreement	

NOTICE TO PROPOSERS

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

The City of Panama City Beach is accepting electronic (e-submission) and sealed Bids from qualified contractors to assist in the monitoring of disaster debris collection and disposal operations.

The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

All proposals must be received no later than **Wednesday, October 11, 2023, at 10:00AM CDT** at which time all Bids will be publicly opened and read.

The request for Proposal documents may be downloaded online at www.demandstar.com and on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> starting on **Monday, September 11, 2023**.

- Electronic Proposals will only be accepted when submitted through DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Proposal submitted on paper must identify and clearly mark the Bid # **PCB24-03 DISASTER DEBRIS MONITORING SERVICES** on the package. Receipt of a Proposal by any Panama City Beach Office, receptionist, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Proposals shall be sealed and delivered or mailed to:

**City of Panama City Beach City Hall
ATTN: Purchasing Manager
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413**

The City of Panama City Beach encourages all segments of this business community to participate in its procurement opportunities, including small business, minority/women owned businesses, and disadvantaged business enterprises. The City does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

Any and all questions regarding the proposal documents shall be directed to City of Panama City Beach Purchasing Manager: Carrie Jagers, by email at purchasing@pcbfl.gov. Contact with any other City official or City employee for the purpose of inquiries regarding this proposal or the meaning or interpretation of these specifications shall be grounds for disqualification. The deadline to submit questions is Wednesday, October 4, 2023 at 4:00PM CDT.

The City reserves the right to accept or reject any and all RFPs in whole or in part, to waive informalities in the RFP documents, to obtain new RFPs, to postpone the opening of RFPs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFP and proceed by whatever appropriate means it may elect. Each Request for Proposals shall be valid to the City for a period of ninety (90) days after opening.

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

The City of Panama City Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to the bid opening by a physically handicapped person upon notice 48 hours prior to the meeting. Please call City Clerk, Lynne Fasone, at 850-233-5100 Ext. 2230 or email at CityClerk@pcbfl.gov to make a request.

REQUEST FOR PROPOSALS

- 1. INTRODUCTION:** The City of Panama City Beach (the “City”) requests proposals from qualified firms, businesses, or individuals (“Contractor”) to provide services in the monitoring of disaster debris collection and disposal operations for natural disasters or other debris generating events, ensuring compliance with Federal requirements and the City’s debris management plan as related to contractor oversight, truck measurements, load ticket preparation and issuing, report preparation and project administration.

The Contractor shall provide personnel to monitor at least ten (10) acres of debris loading site(s) in Bay County, Florida, as well as two (2) employees to monitor final disposal sites which may, or may not, be in Bay County, Florida. Each site will operate approximately twelve (12) to fourteen (14) hours per day, seven (7) days per week. The exact number and locations of sites will be determined by the City based on need.

The Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris (in cubic yards) being delivered by trucks to each disposal site, and support the operations of field supervisor(s), debris loading site and tower site monitors, and clerical staff. The Contractor’s onsite Project Manager shall assign a field supervisor who will be assigned to provide oversight of up to ten (10) loading sites and tower/site debris monitors.

The City has issued a separate RFP for “Disaster Debris Removal and Disposal Services”. Proposers for this RFP shall not be employed by or affiliated with a firm submitting a proposal for the Disaster Debris Removal and Disposal Services. The City shall not award a contract in response to this RFP to the same firm that is awarded a contract for the related RFP for Disaster Debris Removal and Disposal Services.

BACKGROUND: The City of Panama City Beach has experienced a number of hurricanes and debris generating storm events over the years. Most recently, the City was struck by Hurricane Michael in October 2018. A state of emergency was declared, and the City’s Disaster Debris Management Sites (DDMS) were authorized for use. It was approximated that over 40,000 cubic yards of debris were hauled to the DDMS and sorted. Debris was grinded and reduced, then transported to nearby landfills. City staff monitored the DDMS and filled out all necessary Public Assistance paperwork.

QUALIFICATIONS: Firms shall have experience and be familiar with disaster debris removal eligibility criteria outlined by the Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Florida Department of Emergency Management (FDEM), and other applicable local, state, and federal regulations.

Description	Date/Time
Advertise RFP	September 11, 2023
Deadline for Proposers to submit written questions or seek clarification of the specifications	October 4, 2023 @ 4:00PM CDT
Proposal Submission Deadline	October 11, 2023 @ 10:00AM CDT
Estimated Committee Review and Selection	October 23, 2023 @ 1:00PM CDT

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

City Council Review and Action	November 9, 2023
Estimated Notice of Award Date	November 10, 2023

THE CITY RESERVES THE RIGHT TO:

- a. Accept or reject any and all Proposals, in whole or in part with or without cause.
- b. Conduct investigations of the qualifications of the Proposers as deemed appropriate.
- c. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
- d. Reject all submitted Proposals and provide for the request for additional Proposals whenever it finds that the Proposals submitted are not responsive to the request for Proposals, or that the Proposal are not responsible.
- e. Waive any technicalities or informalities in a Proposal.
- f. Award a contract deemed to be in the best interest of the City.
- g. Retain all Proposals and to use any ideas in a Proposal regardless of whether that Proposal is selected.
- h. Cancel a solicitation at any time prior to approval of an award by the City Council.

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TERMS AND CONDITIONS

ADDENDUM: If it becomes necessary to revise or amend any part of this Request for Proposals, the City's Purchasing Manager will furnish the revision by written Addendum through the City's solicitation hosting platform at www.demandstar.com. Addenda information will also be posted online at the City of Panama City Beach website: <https://www.pcbfl.gov>. Proposers are solely responsible to ensure they have received all addenda(s) prior to submitting their Bid. Failure to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection.

ANTI-DISCRIMINATION: The Proposer certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin.

AWARD: The City shall award the contract to the lowest fully responsive and responsible Proposer(s); provided, that the City may award the contract to a Proposer(s) other than the lowest Proposer should it find the lowest Proposer(s) does not offer the reliability, quality of service or product afforded by such other Proposer(s).

PROPOSER ACKNOWLEDGEMENT: By submitting a Bid, the Proposer certifies and or acknowledges that he/she has full knowledge of the scope, nature, quality of product to be provided, and/or quality of work to be performed.

Submission of a Bid indicates acceptance by the individual or vendor of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Panama City Beach and the individual or vendor selected.

PROPOSER EXPENSES: The City is not responsible for any expenses that a Proposer may incur in preparing and submitting a RFP called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the Proposer. The City will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.), or for any administrative or judicial proceedings resulting from the solicitation process.

CHANGE ORDER: No out-of-scope services shall be performed in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

CONE OF SILENCE: The City observes a cone of silence and policies for ethical and professional behavior on all advertised solicitations. Potential Proposers and their agents must not communicate in any way with the City Council, City Manager, or any City Staff other than the Purchasing Manager in reference to or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by the City Council. Such communication may result in disqualification.

CONFLICT OF INTEREST: The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Proposers must disclose with their Bid the name of any officer, director, partner, proprietor, associate, or agent which is also an officer or employee of the City or of its boards or committees. Proposers must disclose the name of any officer or employee of

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's organization or any of its branches or affiliate companies.

DEFAULT/FAILURE TO PERFORM: The City of Panama City Beach shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the award, to furnish required documents, and/or fulfill any portion of this contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the Purchasing Division will provide the Proposer three (3) days notice (weekends and holidays excluded) to remedy the default. Failure on the Proposer's part to correct the default within the required three (3) days shall result in the contract being terminated, upon the Purchasing Manager notifying in writing the Proposer of its intentions and the effective date of the termination. The following shall constitute default: The City of Panama City beach may terminate the Contract if the Proposer fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.

DEVIATION FROM SPECIFICATION: Any deviation from specifications must be clearly stated, explained in detail, and accepted by the City Manager in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DOING BUSINESS WITH THE CITY. When a vendor is awarded a contract with the City, the City will request a copy of the vendor's completed W-9 to register the vendor in the City's financial system for invoice processing and payment. Vendors may choose ACH or virtual card for payments, as these forms of payment result in quicker payment of invoices.

E-VERIFY: The awarded Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility", as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Proposers to provide an affidavit attesting that the sub-Proposer does not employ, contract with, or subcontract with, an unauthorized alien. The Proposer shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Proposer knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Proposer, the Proposer may not be eligible for or awarded a public contract for a period of one (1) year after the date of termination.

FORCE MAJEURE: Neither the City nor the Proposer shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage, and fire and pandemic, provided that prompt notice of such delay is given to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.

INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful Proposer shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Proposer, its sub-Proposers, agents, servants or

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Proposer under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Proposer and shall afford the Proposer and its counsel, at the Proposer's sole expense, the opportunity to join in defending or compromising the claim.

INSURANCE AND BONDING: Proposer shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A". In addition to insurance, Proposer shall at its expense maintain in force during the Term a surety bond in a minimum amount of \$100,000.00, acceptable in a form to the City.

Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Proposer shall furnish to the City such certificates of coverage, proof of bonding, and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: Risk Management Director, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations that may affect the eventual outcome of this Bid will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Panama City Beach.

MINOR IRREGULARITIES/INFORMALITIES: The City of Panama City Beach reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

NON-COLLUSION: The Proposer certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Proposer shall certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

NOTIFICATIONS: The City of Panama City Beach's official website for notices, Bids, addendums, and other documents is located at <https://www.pcbfl.gov>. Proposers are also advised that www.demandstar.com is one of the City's sourcing methods of notices, addendums, Bids, and other documented communications for the procurement process. The City is not under any obligation and does not guarantee that Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Proposers are responsible for checking www.demandstar.com or <https://www.pcbfl.gov> for information and updates concerning solicitations or contact the Purchasing Manager.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES: All Proposers submitting a response to this Invitation to Bid agree that such response also constitutes a proposal

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

to other Florida governments under the same conditions, for the same contract price, and for the same effective period, should the Proposer feel it is in their best interest to do so.

PAYMENT: Upon acceptance of work by the City, the City shall make payment to the Proposer in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Proposer when requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach. Payment for invoices will be made via ACH or Virtual Credit Card only.

PURCHASING POLICIES. For more information on the City's purchasing policies and procedures, or to review the City's Procurement Manual, please visit the City's website at www.pcbfl.gov.

PUBLIC ENTITY CRIMES: By submission of response to the City's Invitation to Bid, Proposer acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, contractor, supplier, sub-Proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287-017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer must in her or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all proposals or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all Bids, or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records law. Specifically, the Proposer, shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- 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 in this chapter or otherwise provided by law.

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer 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.

The failure of the Proposer to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Proposer has questions regarding the application of Chapter 119 Florida Statutes, to the Proposer's duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov .

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Proposer shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates Proposer financial resources as well as the ability to provide and maintain the goods or services requested.

RESPONSIBLE VENDOR DETERMINATION: Respondent is here notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

RIGHT TO REJECT: Proposers are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

If Proposer purports to add terms or conditions to its Bid, takes exception to any provisions of the Bidding Documents, or attempts to alter the contents of the Contract Documents for the purposes of the Bid, whether in the Bid itself or in a separate communication to the City, then the City will reject the bid as nonresponsive.

RECOMMENDATION OF AWARD INFORMATION: Notice of Award, Bids currently available, and Tabulation sheets will be available online at www.demandstar.com. Proposers who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager.

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

(NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE PROPOSER: A Proposer, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid. The City may review vendor performance on City Contracts, and other public entity contracts, in arriving at a determination as to whether a Proposer meets the definition of a responsible vendor who may be recommended for award.

RESPONSIVE PROPOSER: A Proposer, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the Invitation to Bid and all of its requirements, including all form and substance.

TAX EXEMPTIONS: The City of Panama City beach is tax exempt. The City of Panama City Beach's tax-exempt number is 85-8012646361C-4.

TIME FOR CONSIDERATIONS: Bids will be irrevocable after the time and date set for the opening of Bids and for a period of sixty (60) days thereafter.

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FEDERAL REGULATION CONTRACT REQUIREMENTS

2 C.F.R 200.317-326 FOR DISASTER DEBRIS MONITORING SERVICES

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded 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. The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

PROCUREMENT OF RECOVERED MATERIALS

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

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm> .

TERMINATION FOR CONVENIENCE

The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded proposer. If the contract is terminated by the City as provided herein, the awarded proposer will be entitled to receive payment for those services reasonably performed to the date of the termination.

TERMINATION FOR CAUSE

If the awarded proposer fails to comply with any of the terms and conditions of the awarded contract, the City may give notice, in writing, to the awarded proposer of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the awarded contract to be terminated. The awarded proposer will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the awarded proposer's failure to comply with the awarded contract.

Notwithstanding the above, the awarded proposer is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the awarded proposer and the City may withhold any payments to the awarded proposer for the purpose of setoff until such time as the amount of damages due the City from the awarded proposer is determined.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

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

(b) Affirmative steps must include:

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

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federal assisted contracts" 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 by the contracting officer 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 send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers'

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) 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.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such 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 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.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) Contractor. The contractor shall comply with 40 U.S.C.3141-3144 and 3146-3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

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

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

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

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

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 C.F.R PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any Disaster Debris Disposal and Removal Services 53 Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements”, and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY EFFICIENCY AND CONSERVATION ACT

Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant hereto.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(2) The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR 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 the City. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000. Subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the City, 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 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the Disaster Debris Disposal and Removal Services period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). Contractors who apply or bid for an award of \$10,000.00 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 or 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 take place in

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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SCOPE OF WORK

GENERAL

The City of Panama City Beach is seeking a contractor to provide debris monitors and debris monitoring services in order to assist the City with overseeing the operations of disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance, supervision, and inspection. All debris monitoring activities are to be in compliance with current FEMA guidance, and local, state, and Federal regulations.

PERSONNEL REQUIREMENTS AND RESPONSIBILITIES

Contractor shall provide all management, supervisor, personnel and labor to comply with the Scope of Work.

- A. On-Site Project Manager
- B. Debris Monitoring Field Supervisor – Contractor shall provide one debris monitoring field supervisor for no more than ten (10) debris loading site monitors. Services shall include, but are not limited to:
 - a. Overseeing and supervising loading site and disposal site debris monitoring activities.
 - b. Scheduling debris monitoring resources and deployment timing – communicating and coordinating with City personnel.
 - c. Providing suggestions to improve the efficiency of the collection and removal of debris,
 - d. Coordination of daily activities and future planning.
 - e. Contact with debris management/dispatch center or supervisor.
 - f. Identifying, addressing and troubleshooting any questions or issues that could affect work area safety and eligibility.
 - g. Supervising, recording/documenting, and ensuring the accurate measurement of load hauling compartments and accurately computing the volume capacity in cubic yards (CY).
 - h. Documenting the condition of truck hauling compartment conditions by using digital photographs.
 - i. Preparing a master log book of all hauling equipment used by the City's debris removal contractor(s).
 - j. Compiling, reconciling, and documenting daily, in an electronic spreadsheet, all eligible debris hauled by the debris removal contractor(s).
- C. Debris Monitors – Contractor shall provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Personnel shall include, but are not limited to:

Debris Loading Site Monitors – to perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract requirements and initiate debris removal documentation utilizing load tickets. Services shall include, but are not limited to:

- a. Monitoring collection activity of trucks.
- b. Check and verify information on debris removal operations.
- c. Issuing load tickets at loading site for all loads.

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

- d. Monitor area for safety concerns, ensure traffic control needs are met and all vehicles and equipment are operated in a safe manner.
- e. Ensure all Freon containing appliance are sorted and ready for Freon removal onsite or transportation for Freon removal off-site prior to final disposal.
- f. Pre-work inspection of areas to identify potential issues such as covered utility meters, fire hydrants or mail boxes to mitigate damage from loading equipment.
- g. Document damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible – collect pertinent information and report to field supervisor).
- h. Ensure work area is clear of debris to the specified level before equipment is moved to new loading area.
- i. Monitor and record performance and productivity of debris removal crew.
- j. Contact with debris management/dispatch center or supervisor.
- k. Ensure only eligible debris is collected for loading and hauling.
- l. Ensure that only debris from approved public areas is loaded for removal.
- m. Ensure all loads are properly contained prior to leaving the loading area.
- n. Performing other duties as assigned by the Project Manager or designated debris management personnel.

Debris Tower/Site Monitors – Contractor shall provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services shall include, but are not limited to:

- a. Accurately measure load hauling compartments and compute volume capacity in CY for all contractor trucks and trailers prior to commencement of hauling operations.
- b. Document measurements and computations – complete log of contract hauler’s cubic yardage and other record keeping as required on the load ticket.
- c. Initial each load ticket before admitting trucks to proceed from the check-in area to the tipping area.
- d. Contact with debris management/dispatch center or supervisor.
- e. Performing other duties as assigned by the dispatch/staging operation, Project Manager, or designated debris management personnel.

Clerical/Data Entry Supervisor – Contractor shall provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services shall include, but are not limited to:

- a. Supervising the preparation of detailed estimates and submitting them to City personnel.
- b. Implementing and maintaining an electronic disaster debris data management system linking the load ticket and debris management site information. Reconciliation of data and photographic documentation processes.
- c. Provide daily, weekly, or other periodic reports in an electronic format for City personnel noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

Clerical Staff/Data Entry Clerk – Contractor shall provide clerical staff/data entry clerk(s) as required to enter load tickets information into the contractor’s

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

information management system and respond to specific directions from data entry supervisor.

DEPLOYMENT

The contractor must be prepared to deploy debris monitoring within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet the requirements of the monitoring contract, contractor shall be prepared to increase the number of debris monitors for the City to utilize as needed.

Contractor's specific scope of work, level of effort, time schedule, charges, and payment conditions shall be set forth in a written Task Order. Each Task Order shall be executed by authorized representatives of the City and the Contractor.

The administrative process, when work assignments are issued, will be as follows:

1. City staff will meet with the Contractor to review the assignment and describe the scope of services required in general.
2. Contractor will prepare a detailed scope of services to be provided and a time from for completion of various phases. Contractor will prepare a computation of fees to be charged for the services based on the approved hourly rates. These documents will be submitted to the City for review and approval.
3. Once accepted by the City, City staff will issue a Task Order (or Work Request) and a Notice to Proceed. A purchase order will be issued for each work assignment in order to monitor and track budget and project funds. The fee computation will be considered to be a limiting amount, not be exceeded without subsequent approval by the City.

PRE-EVENT REQUIREMENTS

Contractor will provide assistance in preparation for disasters through participation in meetings, workshops, and the establishment of data management and other integrated systems.

Contractors will, at no cost to the City:

- Provide City personnel with a half-day debris management training session. The training program must, at a minimum, meet the training requirements for debris monitoring as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include cell phone numbers and email addresses.
- Participate in annual workshops or planning meetings with City representatives and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

Post-Event Requirements

Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City agencies.

Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.

Contractor shall remove and replace employees upon notice from the City for conduct or actions not in compliance with the contract.

TERMS

1. The successful Contractor, with approval from City Council, will enter into a contract with the City of Panama City Beach.
2. The initial contract period will be for a 3-year term. The agreement may be renewed for two (2) additional one-year terms upon satisfactory performance by the Contractor.

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SUBMITTAL RESPONSES

FORMAT: Each Firm's proposal shall include sufficient information to enable the City to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. If not submitting electronically, proposals should be stapled together or bound with comb binding. Proposals submitted in three-ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Firm's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms (Please number and title the tabs for each section as indicated):

1. Table of Contents (Tab 1)

- a. Clearly identify all sections referenced below.
- b. Sections should be separately tabbed for ease of reference.

2. General Information (Tab 2)

- a. Firm information
 - i. Name, address, phone, email, Federal ID#, and website (if applicable)
 - ii. Date the firm was established under given name.
 - iii. Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership).
 - iv. Incorporation by the Secretary of State and any licenses required to perform work.
 - v. Brief history of the firm
- b. Location – What is the primary location of the firm's field office, which will have direct responsibility for this project?
 - i. Identify the proposed operating home or field office which would handle the project and the location, in miles, of the proposed operating home or field office to the project site.
 - 1) Operating home or field office shall mean the normal place of business in which the proposer normally conducts business and houses a corporate officer legally authorized to conduct business in the corporate name.
 - 2) The proposed home or field office does not have to be located in the State of Florida as long as the business is a Florida registered business.
- c. Litigation, Disputes, Defaults & Liens – Describe and explain any disputes, litigations and defaults, the results of settlements of any prior litigation, arbitration, mediation, or other claims for a period of five years prior to submission of the proposal.

3. Approach and Understanding of the Project (Tab 3) – 20 Points

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

The proposal should outline the ability to provide expert guidance with the current FEMA guidelines and regulations as they relate to the monitoring of disaster generated debris. All work will be in general conformity with the guidelines provided. The proposal should provide a detailed outline of how work will be accomplished.

4. Personnel (Tab 4) – 25 points

- a. Provide an organizational chart and resumes for all key personnel and their office address. This will include management and technical staff.
 - i. Give a brief resume of personnel to be assigned to the project including, but not limited to the following information:
 - 1) Name and title
 - 2) Job assignment for other projects
 - 3) Percentage of time to be assigned full time to this project
 - 4) How many years with the firm
 - 5) How many years with other firms
 - 6) Experience
 - (a) Types of disasters – hurricane, tropical storm, tornado, etc.
 - (b) Size of disasters
 - (c) What were the specific project involvements
 - 7) Education
 - 8) Active registration(s) and certification(s). Provide all required licenses and certificates.
 - 9) Other experience and qualifications that are relevant to this project.
- b. Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.
- c. List of consultants and subcontractors, if any.
 - i. Name any consultants or subcontractors who are included as part of the proposed team. Describe the proposed role of any persons outside your firm and their related experience. List projects on which your firm has worked with the person/firm in the past.
 - ii. Provide all required licenses and certificates.

5. Project History (Tab 5) – 10 points

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

List projects that best illustrate the experience of your firm and current staff which is being assigned to this project. List no more than five (5) projects, and no projects that were completed more than ten (10) years ago.

- a. Name and location of the project
- b. The nature of the firm's responsibility on the project
- c. Project owner's representative's name, address, and phone number
- d. Date project was completed or is anticipated to be completed
- e. Type of disaster
- f. Type of jurisdiction (city, county, state, district, or combination)
- g. Collection debris monitoring assignments
- h. Disaster debris monitoring service assignments
- i. Final disposal debris monitoring functions
- j. FEMA reimbursement actions and issue resolution

6. Management Plan (Tab 6) – 25 points

Provide a description of the proposer’s approach to the project, to include the startup procedures/requirements, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the City.

Provide a copy of the proposer’s internal training program. Include discussions on field inspections at the DMS sites, technical and permitting assistance associated with the need to locate additional DMS sites and final disposal sites when requested. Providing assistance with scheduling including dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean-up. Acquiring, hiring, training, deploying, and supervising properly equipped inspectors; establishing the schedule for inspectors each day; monitoring and recording the volumetric measurement (cubic yards) and gross weight of each truck that is added into service. Keeping records of contract hauler’s trucks, to include cubic yardage, or loaded weight, time in and out, number of loads per day and other data requested by designated City staff. Determining truck assignments and providing necessary vehicle decals or placards for ease of identification and tracking. Conducting end of day duties, such as verifying all trucks have left the disposal site. Addressing daily safety reports and corrective action recommendations, and locking down each facility at the end of the work day. The firm is requested to include within their proposal any other typical costs or items they may be aware of, which is not included in the Request for Proposals.

7. Pricing (Tab 7) – 20 points

The Cost Proposal Form should be included in this section.

The Proposer submitting the lowest total cost will receive the maximum points for the cost element of the evaluation. The other Proposers’ scores will be based on a relative percentage of the dollar amount higher than the lowest price. The price points will be determined in accordance with the following formula:

$$\frac{\text{Lowest Price} - \text{A}}{\text{Proposer's Price} - \text{B}} \times \text{Total Possible Points for Price} - \text{C} = \text{Points Earned by Proposer} - \text{D}$$

8. Required Additional Forms (Tab 8)

The following standard forms are required to be submitted with the RFP response:

1. Proposer’s Certification
2. Conflict of Interest
3. Drug Free Workplace
4. E-Verify Form
5. Non-Collusion Affidavit
6. Public Entity Crimes Form
7. Certification for Disclosure of Lobbying Activities
8. Certification Regarding Disbarment
9. W9

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

The complete submittal package shall not exceed thirty (30) pages excluding the standard forms.

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EVALUATION AND AWARD

The responses will be evaluated using two (2) sets of criteria. Proposers meeting the mandatory criteria will have their proposals evaluated for responsiveness. Responsive Proposers will then be scored on technical qualifications and cost.

The following represents the principal criteria which will be considered during the evaluation process.

A. MANDATORY ELEMENTS

1. The Proposer adheres to the instructions in this proposal on preparing and submitting a complete proposal.
2. The Proposer has provided sufficient information to substantiate the contractor's knowledge and experience with disaster recovery administrative services.
3. The Proposer has executed all the required proposal documents.

B. TECHNICAL QUALITY

1. Approach and Understanding of the Project - (20 points)
2. Personnel - (25 points)
3. Project History - (10 points)
4. Management Plan - (25 Points)
5. Cost Proposal – (20 points)

EVALUATION COMMITTEE – An Evaluation Committee consisting of at least three members assembled by the City Manager will review and evaluate each Proposal submitted in response to this RFP based on the evaluation criteria and weighting identified herein. Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants. The Evaluation Committee will tentatively meet on October 23, 2023 at 1:00PM CDT in the City Hall Conference Room to evaluate and rank all firms.

1. After evaluation and ranking of submittals*, the City Evaluation will recommend the highest ranked firm to the City Council for award.
2. The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reason for its rejection.

*PRESENTATIONS: At the sole determination of the Evaluation Committee, a minimum of the three (3) top ranked proposers based on submittal evaluations, may be required to make a presentation of their proposal before ranking firms to the City Council.

1. If the Evaluation Committee desires presentations, this will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.
2. If presentations are elected, the Purchasing Manager shall schedule the time and location of these presentations and notify the selected firms. Presentations shall be limited to 30 minutes, including the question-and-answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this proposal. Additional information

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.

3. A new scoring sheet shall be prepared, based on the identical criteria, and weighing below, for each presenter. The scores from the submittal and from the presentation shall be averages to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council for City staff to begin negotiations with the highest ranked firm.

POINT OF CONTACT DURING EVALUATION PROCESS – The Purchasing Manager, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.

1. Discussion of proposals – The Purchasing Manager, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirement. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to the “short-list” for the purpose of obtaining best and final offers. When conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by Florida Public Records Law, Chapter 119, Florida Statutes.
2. The proposer shall address any questions regarding interpretation of the RFP or the process to the Purchasing Manager, in writing and in sufficient time before the specific period set prior to the opening of the Request for Proposals.

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COST PROPOSAL FORM

Item #	Position	Estimated Project Hours	Hourly Rate	Extended Cost
1	On-Site Project Manager			
2	Debris Monitoring Field Supervisor			
3	Debris Loading Site Monitors			
4	Debris/Tower Site Monitors			
5	Debris Monitor Landfill/Final Disposal Site			
6	Clerical/Data Entry Supervisor			
7	Clerical/Data Entry Clerk			
	TOTAL – For Evaluation purposes Only			

List other positions proposed and hourly rate (indicated if required or as-requested)

Item #	Position	Hourly Rate	Required Position	As Requested by the City
1				
2				
3				
4				
5				
6				
7				

Identify any added value benefits (pro bono) related to debris monitoring that your firm will provide.

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. ____ DATED: _____

ADDENDUM NO. ____ DATED: _____

ADDENDUM NO. ____ DATED: _____

ADDENDUM NO. ____ DATED: _____

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

BIDDER:

Name of Business

Name of Bidder

Address

Phone Number

Email Address

Signature of Authorized Representative

Title of Authorized Representative

Date

[END OF COST PROPOSAL FORM]

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

IN WITNESS WHEREOF, this instrument is executed in **three (3)** counterparts, each one of which shall be deemed an original, this ____ day of _____, 20__.

(Corporate Principal)

(Seal) BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness to Surety

(Address)

Attorney-In-Fact

(Address)

PROPOSAL BOND

BY THIS BOND, We, _____, as Principal and _____, a corporation, as Surety, are bound to the Board of City Councilors, Panama City Beach Florida, as City, in the sum of \$100,000.00 for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that:

1. The Principal has submitted to the City a certain Proposal dated _____.
2. If said Proposal shall be rejected, or, if said Proposal shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Proposal, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder, shall, in no event, exceed the amount of this obligation.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the City may accept such Proposal; and Surety hereby waives notice of any such extension.

PUBLIC CONSTRUCTION BOND

Bond No.: _____

BY THIS BOND, We, _____, as Principal and
_____, a corporation, as Surety, are bound to the Board
of City Councilors, Panama City Beach Florida, herein called Owner, in the sum of
\$ _____, for the payment of which we bind ourselves, our heirs, personal
representatives, successors, and assigns, jointly and severally.

THE CONDITION of this bond is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of, the contract being made part of this bond by reference, at the times and in the matter prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract;
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____

(Name of Principal)

By (Attorney-In-Fact)

(Name of Surety)

PCB24-03 RFP DISASTER DEBRIS MONITORING SERVICES

IN WITNESS WHEREOF, this instrument is executed in **three (3)** counterparts, each one of which shall be deemed an original, this ____ day of _____, 20__.

(Corporate Principal)

(Seal) BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness to Surety

(Address)

Attorney-In-Fact

(Address)

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Request for Proposal.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFP for this proposal; no officer, employee or agent of the City of Panama City Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL: _____

State of: _____

County of: _____

Acknowledged and subscribed before me on the _____ day of _____,
2023, by _____, as the _____
of [business] _____.

Signature of Notary

Notary Public, State of _____

Personally Known _____-OR- Produced Identification of: _____.

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate, or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check one:

The undersigned Respondent has had no litigation and/or judgements entered against it by any local, state, or federal entity and has had no litigation and/or judgements entered against such entities during the past ten (10) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgements entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgements, may result in disqualification of your proposal.

DRUG FREE WORKPLACE

STATEMENT UNDER SECTION 287.287 FLORIDA STATUTES,
ON PREFERENCE TO BUSINESSES WITH DRUG-FREE
WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify that employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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

NAME OF COMPANY/FIRM

AUTHORIZED SIGNATURE

CONTRACTOR/VENDOR E-VERIFY FORM

PER FLORIDA STATUTE 448.95, CONTRACTORS/VENDORS AND SUB-CONTRACTORS 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/Vendor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor/Vendor 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/Vendor 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/Vendor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens.
5. All employees hired by Contractor/Vendor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this contract on the good faith belief that the Contract 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/Vendor may not be awarded a public contract for at least one year after the date on which this Contract was terminated.
8. The Contractor/Vendor 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 forgoing 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 entity/corporation), personally know, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ Bing, first duly sworn, deposes and says that
he/she is _____ of _____

_____, the party making the forgoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract, and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Notary Public

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED WITH THE BID.

1. This sworn statement is submitted to the City of Panama City Beach

by _____

for Bid No.: _____

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a “public entity crime” as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, or any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

3. I understand that “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means:
(a) A predecessor or successor of a person convicted of a public entity crime, or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287-133(1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in active management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287-133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order.]

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287-133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287-017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

Print Name: _____

Its: _____

Sworn to and subscribed before me this ____ day of _____, 20__ .

Personally know _____ OR Produced Identification _____

Notary Public – State of _____

My commission expires: _____

[printed, typed, or stamped Commissioned Name
Of Notary Public]

[END OF PUBLIC ENTITY CRIMES]

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
2 Business name/disregarded entity name, if different from above			
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate			
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____			Exempt payee code (if any) _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Exemption from FATCA reporting code (if any) _____
<input type="checkbox"/> Other (see instructions) ▶ _____			<small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)	
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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or												
Employer identification number												
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency:
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the

Contracting Officer may render the Offeror non responsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

- A. The name of the subcontractor.
- B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

- 1) The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief: (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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Contractor Business Name: _____

Name of Authorized Signer: _____

Title: _____

Authorized Signature: _____

Date: _____

Exhibit A

INSURANCE REQUIREMENTS

SECTION 1: DEFINITIONS

"**Location**" means the location subject of the Subcontract/Purchase Order.

"**Project**" means the project subject of the Subcontract/Purchase Order.

"**Scope**" means the scope of work to be provided by the Subcontractor under the Contract or the Goods and Services to be supplied and performed by Seller under the Purchase Order, as applicable.

"**State**" means a state of the United States or the District of Columbia or the Commonwealth of Puerto Rico, as applicable.

"**Alternate/ Leased Employer Endorsement**" is an endorsement added to a workers compensation policy that provides an entity scheduled as an alternate employer with primary workers compensation and employers liability coverage as if it were an insured under the policy. This endorsement is commonly used when a temporary help agency (the insured) is required by its customer (the alternate employer) to protect the alternate employer from claims brought by the insured's employees.

SECTION 2: STANDARD INSURANCE COVERAGES

Successful Bidder shall comply with the following:

1. Unless higher limits or additional coverages are required by the Contract/Purchase Order or Owner Contract, the Successful Bidder shall secure and maintain the minimum from the earlier commencement of work or the effective date of the Contract/Purchase Order insurance coverages and limits required by this Exhibit A.
2. Failure of the Contractor/Buyer to identify deficiencies in any insurance provided by Successful Bidder shall not relieve Successful Bidder from any insurance obligations. Required coverages are as follows:

2.1. Commercial General Liability Insurance Coverages:

Commercial General Liability insurance using ISO's CG 00 01 or its substantial equivalent with the City of Panama City Beach as an additional insured using ISO's CG 20 10 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations with the following minimum limits:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Limit
- \$500,000 Damage to Rented Premises

Per Project using ISO's CG 25 04 or its substantial equivalent

Initial Page: _____ Owner _____ Contractor

The Successful Bidder must disclose to the City of Panama City Beach any endorsements that limit or exclude coverage customarily provided by ISO's CG 00 01.

The Successful Bidder's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Successful Bidder's Work arising out of the products-completed operations hazard where a Subcontractor performed the damaged Work or the Work out of which the damage occurs.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects if the work is to be performed on such a project.
8. Claims related to roofing, if the work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces if the work involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the work involves such hazards.
11. Claims related to explosion, collapse, and underground hazards, where the work involves such hazards.

The Successful Bidders Commercial General Liability insurance will remain in force with annual policy periods for the period of the statute of repose applicable to this project. ***Alternatively, suppose a "project-specific" General Liability policy is used to satisfy these requirements. In that case, it must be endorsed to provide extended completed operations for the period of the statute of repose applicable to this project.***

2.2. Workers Compensation

Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed and minimum limits.

- **Bodily Injury by Accident - \$100,000 Each Accident**
- **Bodily Injury by Disease - \$500,000 Policy Limit**
- **Bodily Injury by Disease - \$100,000 Each Employee**

Policy coverage terms and conditions to include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All State's endorsement – where applicable.
- Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico.

Initial Page: _____ Owner _____ Contractor

- For the attainment of Workers Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State.
- The certificate must identify that coverage applies in the State where the Project is located.

2.3. Automobile Liability

Commercial Automobile Liability insurance covers all owned, leased, and non-owned vehicles used in connection with the Scope. Business Auto Coverage Form using ISO's CA 00 01 or its substantial equivalent including liability coverage for all autos owned (Symbol 1), rented, hired, or borrowed by the contractors, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

- \$1,000,000 – Any One Accident – Combined Single Limit

Suppose the Contractor/Sub-Contractor/Vendor is responsible for removing any pollutants from a site. In that case, the Successful Bidder will need to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. Therefore, auto liability coverage should be endorsed to include the required auto pollution endorsements and Motor Carrier Act Endorsement, MCS 90, and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

2.4. Umbrella or Excess Liability Required: Yes

The Successful Bidder shall provide an umbrella or excess liability insurance providing in excess of the underlying Commercial General Liability, Business Automobile Liability, Pollution Liability (if required), and Employers' Liability insurance above, with the following minimum limits:

- \$1,000,000 Each Occurrence
- \$1,000,000 Annual Aggregate (where applicable in the underlying)

Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying Commercial General Liability (including the City of Panama City Beach as additional insured), Business Automobile Liability, Pollution Liability, and Employers' Liability insurance. In addition, it shall expressly provide that the umbrella or excess policy will drop down over the underlying insurance's reduced or exhausted aggregate limit. The umbrella or excess policy shall also be primary insurance to the City of Panama City Beach (including primary insurance to the City of Panama City Beach's own Commercial General Liability and Umbrella policies), and Successful Bidder's umbrella insurer agrees not to seek contribution from the City of Panama City Beach insurance.

Deductibles/Denial of Claims:

Contractor/Vendor shall be responsible, at no additional cost to Contractor/Buyer, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this Exhibit A both for itself and all Additional Insureds. Any self-insured retention or deductible in excess of \$25,000 must be declared when Subcontractor/Seller submits its bid and must be approved explicitly by Contractor/Buyer before executing the Subcontract/Purchase Order. Subcontractor/Seller shall be responsible for any loss arising from

Initial Page: _____ Owner _____ Contractor
coverage denial by its insurance carrier.

Leased Successful Bidder Employee Liability

If the leases one or more employees through the use of a payroll, employee management, or other company, the Successful Bidder must directly procure workers compensation/employer's liability insurance. The insurance shall be written on a "Minimum Premium" or "If Any" policy form.

In addition, the worker's compensation/employer's liability coverage provided to and for the leased employees by the payroll, employee management, or other company must be evidenced and include an Alternate / Leased Employer Endorsement or its substantial equivalent WC endorsement for that State, naming Successful Bidder as the alternate employer.

Insurer Requirements

Each insurer providing insurance coverage as required by this contract shall be a licensed admitted insurer authorized to issue such coverages in each State in which any part of the Scope is performed. The insurer shall be acceptable to the City of Panama City Beach and have an AM Best rating of "A-" or better.

Before accepting the Contractor/Sub-Contractor/Vendor's bid, the City of Panama City Beach reserves the right to require more significant limits based on the nature of the operations performed by the Successful Bidder.

Certificate of Insurance

Before commencing its performance and throughout the warranty period under the Contract /Purchase Order, the Successful Bidder shall provide the City of Panama City Beach a current certificate of insurance evidencing the coverages required by this contract (a sample Certificate of Insurance is attached for reference purposes).

Sub-subcontractor/Sub-Vendor

Before permitting any lower tier Sub-subcontractor/Sub-vendor to perform Scope under the Contract/Purchase Order, the Successful Bidder shall require its sub-subcontractor/Sub-vendor to maintain insurance in like form and amounts to that required herein. Successful Bidder shall be responsible for ensuring that its sub-subcontractor/Sub-vendor maintains insurance in like form and amounts and shall provide evidence of same to the City of Panama City Beach if requested.

Any subcontractors engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.

Notice of Cancellation

All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to the City of Panama City Beach

Additional Insureds

All insurance required by this contract (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall name Indemnified Parties as Additional Insureds and any other parties as required by the Owner Contract, and shall be primary and non-contributory to any insurance maintained by Indemnified Parties and Additional Insureds and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Successful Bidder.

The General Liability Additional Insured Endorsement shall use ISO's or CG 2010 or its substantial equivalent for

Initial Page: _____ Owner _____ Contractor

ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations. By endorsement or policy language, evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability. The Successful Bidder's insurers will provide insurance to the City of Panama City Beach, on a primary basis and agree not to seek contribution from insurance by using ISO's CG 20 01 or its substantial equivalent. Successful Bidders insurers also agree to waive rights of subrogation against the City of Panama City Beach using ISO's CG 24 04 or its substantial equivalent.

Waiver of Subrogation

All insurance coverages maintained by Successful Bidder shall include a waiver of any right of subrogation of the insurers thereunder against Indemnified Parties and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted).

The Successful Bidder further waives all claims and all rights of subrogation against Indemnified Parties' and Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters for loss of, or damage to, contractors Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by the City of Panama City Beach. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

Insurance Policy Review/Exclusions/Copies

The City of Panama City Beach, can receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are unacceptable to the City of Panama City Beach. Coverages shall not include any exclusions or other limitations related to the scope of the services, delays in project completion, or cost overruns. At their sole discretion, policies shall not contain any unacceptable exclusions to the City of Panama City Beach. The City of Panama City Beach's right to review and approve all insurance policies will not constitute a waiver of any rights created by or provisions contained in this contract should they differ from those contained in such policies.

Claims-Made Policies

Except for Technology E&O Insurance, claims-made policies are not acceptable.

Effect of Specified Coverages

The Insurance obligations under this agreement shall be 1—all the Insurance coverage and/or limits carried by or available to the Contractor; or 2—the minimum Insurance coverage requirements and/or limits shown in this agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which apply to a given loss, shall be available to the City of Panama City Beach. No representation is made that this agreement's minimum insurance requirements are sufficient to cover the Contractor's obligations under this agreement.

Breach of Insurance Requirements

Successful Bidder's failure to obtain and maintain insurance coverages as required by this Exhibit A or any other Exhibit or attachment shall constitute a material breach of the Contract/Purchase Order. In such event, in addition to any other rights and remedies contained in the Contract/Purchase Order, (i) the City of Panama City

Initial Page: _____ Owner _____ Contractor

Beach may, at its option, terminate the contract for default; (ii) the City of Panama City Beach may, at its option, purchase such coverage and back charge the premium and associated costs to Successful Bidder; and/or (iii) any of the Indemnified Parties, or Additional Insureds can require, that contractor and/or its subcontractors to pay for all attorney's fees, expenses, and liability as a result of any claim or lawsuit for which coverage would have been provided to the Indemnified Parties or Additional Insureds under contractors insurance program but for a breach by Contractor or any of its subcontractors.

Furthermore, to the extent of their respective interests, the Insurers of those entities that were to be included as Additional Insureds are deemed third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the Indemnified Parties or Additional Insureds.

If any of the preceding insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If the insurer does not furnish any information concerning the reduction of coverage, it shall be furnished by the contract with reasonable promptness according to the Successful Bidder's information and belief. Suppose Successful Bidder fails to maintain insurance. The City of Panama City Beach may (at its sole option) terminate the Successful Bidder or place such insurance and deduct any cost, fees, and related expenses from Successful Bidder pay request.

Any Successful Bidder engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.

The City of Panama City Beach

Endorsements to be attached:

General Liability	Endorsement #	Edition Dates	Carrier	Policy #'s to be listed
Added Insured - Ongoing Operations	CG 20 10	All	ISO Standard or Equal	Yes
Added Insured – Completed Operations	CG 20 37	All	ISO Standard	Yes
Waiver of Subrogation	CG 24 04		ISO Standard	
Primary & Non-Contributory	CG 20 01		ISO Standard	
Automobile Liability				
No Endorsements Required				
Umbrella or Excess Liability				
List all lines this policy applies.				
Workers Compensation				
Waivers of Subrogation	WC 00 03 13		ISO Standard	Yes
Alternate Employer Endorsement	WC 00 03 01 A		ISO Standard	Yes

* State Waiver of Subrogation Provisions Overview: Kansas, Kentucky, Missouri, New Hampshire, and New Jersey disallow waivers of subrogation by statute. However, only Kansas and Missouri bar waivers of subrogation in the construction industry. (Note that Kansas does not prohibit the use of waivers of subrogation for consolidated or wrap-up insurance programs.) The monopolistic states either disallow waivers of subrogation or allow the state fund to make that decision. The remaining states allow for waivers of subrogation through judicial interpretation or administrative rules.

*Stop Gap endorsement required in monopolistic states such as ND, OH, WA WY, or Puerto Rico

*Coverage must apply in the State where the work is being performed if the vendor is from a state other than the one where the project is located.

We accept endorsements that are equal to those requested. Most insurance company forms are manuscript; therefore, they might not be compliant (most are not). We review all forms during the review process. Forms that are compliant today may not be compliant tomorrow. Our decisions are based on case law and claim history. Additional Insured or Organization Name to be listed on all endorsements along with policy numbers as applicable. Blank endorsements will not be excepted. Sample Endorsements Attached

Blanket Certificates of Insurance

For ease of paperwork, subcontractors may submit insurance documentation on a blanket basis to work on multiple projects under just one insurance certificate. (View sample certificate above or in compliance database)

Subcontractor performing work on multiple projects in the same State

Each of our projects requires a project-specific certificate of insurance (COI) for EACH project they work on; however, a lot of our Subcontractors are doing multiple projects in one State, which creates an opportunity to reduce paperwork by providing a blanket certificate of insurance and allowing the Subcontractor to work on all projects (Non-OCIP or CCIP) under one COI. If providing a blanket certificate, the following guidelines will be in addition:

1. On the COI, instead of stating an individual project name, replace with the following verbiage in the Description of Operations section of the certificate: "All projects performed for the City of Panama City Beach
2. When stating the additional insureds, state the following along with the other required Description of Operations wording: "All insurance (excluding Workers Compensation and Professional Liability)include Owner, the City of Panama City Beach, Indemnified Parties, any other parties as required by Owner Contract and their respective directors, officers, employees, and affiliates as Additional Insureds, and shall be primary and non-contributory to any insurance maintained by Additional Insureds."
3. All endorsements and waivers must be blanket-based, either per form or blanket wording. For example, a contract requires endorsements/waivers in such schedules instead of listing each entity.

Commercial General Liability

CG 20 10 10 01

POLICY NUMBER: Required

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01

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Page 1 of 1

CG 20 37 10 01

POLICY NUMBER: Required

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

Location And Description of Completed Operations:

All locations required by contract

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CG 20 37 10 01

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Page 1 of 1

CG 24 04 05 09

POLICY NUMBER: Required

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Certificate Holders Name

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09

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Page 1 of 1

CG 20 01 04 13

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance, and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CG 20 01 04 13

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Page 1 of 1

Workers Compensation

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of:

Certificate Holders Name and Project Owner

Work Performed by:

Client (Our Subcontractor)

Client Address

On the Following Project or Location

All Projects or Locations as Required by Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured Required	Effective Policy No. Required	Endorsement No. Premium
Insurance Company Required	Countersigned by _____	

WC 00 03 13
(Ed. 4-84)

▼ 1983 National Council on Compensation Insurance.

WC 00 03 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 01 A**
(Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- | | |
|--|---|
| 1. Alternate Employer
<i>Our Subcontractor - Not the PEO</i> | Address
<i>Our Subcontractors Address</i> |
| 2. State of Special or Temporary Employment
<i>All Applicable States</i> | |
| 3. Contract or Project
<i>All Locations or Projects Required by Contract</i> | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date Here is Required	Policy No. Policy Number Required	Endorsement No. Premium \$
Insured Required	Countersigned by _____	
Insurance Company Required		

WC 00 03 01 A
(Ed 2-89)

▼ 1984, 1988 National Council on Compensation Insurance.

NOTICE OF CONTEST OF CLAIM AGAINST PAYMENT BOND

To: _____
Name and Address of Claimant

You are notified that the undersigned contests your notice of nonpayment, dated _____, and served on the undersigned on _____, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

DATED ON _____

Signed: _____
(Contractor or Attorney)

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND
PROGRESS PAYMENT**

To: _____
Name and Address of Claimant

The undersigned, in consideration of the sum of \$_____, hereby waives its right to claims against the payment bond for labor, services, or materials furnished through _____ (insert date) to _____ (insert name of your customer) on the job of _____ (insert name of owner), for improvements to the following described project:

This waiver does not cover any retention, or labor, services, or materials furnished after the date specified.

DATED ON _____

Signed: _____
(Claimant)

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND
FINAL PAYMENT**

To: _____
Name and Address of Claimant

The undersigned, in consideration of the sum of \$_____, hereby waives its right to claims against the payment bond for labor, services, or materials furnished through _____ (insert date) to _____ (insert name of your customer) on the job of _____ (insert name of owner), for improvements to the following described project:

DATED ON _____

Signed: _____
(Claimant)

**MASTER SERVICES AGREEMENT BETWEEN
CITY OF PANAMA CITY BEACH AND THOMPSON CONSULTING SERVICES RELATING TO
DISASTER DEBRIS MONITORING SERVICES**

THIS AGREEMENT is made and entered into this _____, 2023, by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (the "City") and _____ ("Contractor"). In consideration of the following covenants, it is agreed:

1) SCOPE OF PROFESSIONAL SERVICES

A. The Contractor's Scope of Work for providing "Professional Services" under this Agreement is set forth in **Exhibit A**. The Contractor shall provide Professional Services for the City in all phases of the Project to which this Agreement applies as hereinafter provided and shall do so within the budget established by the City. The Contractor shall perform all professional services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of the applicable profession. The City retains the Contractor to diligently, competently, and timely perform the "Professional Services" in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposal (RFP) document, and all addenda, modifications, and revisions thereto.

B. Upon request, Contractor will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement. The proposed scope of work shall include a schedule for the work and separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his or her designee, or (iii) a fee determined on a time-involved basis with a maximum not to exceed cost.

C. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as **Exhibit B** (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Contractor. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of any such conflict.

D. Contractor acknowledges that this Agreement is non-exclusive and that the City may, in its sole discretion enter agreements with one or more firms to assist the City with Disaster Debris Monitoring. Selection by the City as a Contractor does not guarantee that Contractor will be activated or called on a regular basis during the Agreement term, nor does it guarantee a minimum level of compensation with respect to volume of work or fees. Work will be awarded to Contractors based on Contractor's current workload or availability, expertise in the project area and previous work awarded, all at the City's discretion.

E. This is a FEMA financially assisted project and is subject to all provisions for Federal Regulations Contract Requirements 2 C.F.R.§200.317-326 for Debris Removal Services (attached hereto as Exhibit C) and shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity. 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.

2) COMPENSATION AND PAYMENT

A. Contractor's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope.

B. Upon written instruction by the City, the Contractor shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Contractor shall be entitled to additional compensation, unless such work is required because of error, omission, or negligence by the Contractor. The additional compensation shall be computed by the Contractor on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Contractor's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Contractor in monthly installments as set forth elsewhere in this Agreement.

C. At the end of each month during which a Task Order shall be outstanding, the Contractor shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

- a) Where a stipulated sum is specified, the City shall pay Contractor in monthly installments based upon the percentage of satisfactory completion. In support of payment, Contractor shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- b) Where fees are computed on a time-involved basis, the City shall pay Contractor monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

D. The acceptance by the Contractor, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Contractor, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3) SCHEDULE

The estimated schedule for the services required shall be included in each Task Order and related scope of services.

4) CITY'S RESPONSIBILITY

The City shall furnish the Contractor with all existing information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Contractor, unless such data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Contractor and the originals returned to the City.

5) CITY'S DESIGNATED REPRESENTATIVE

It is understood and agreed that the City designates the City Public Works Director or their designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, drawings, cost estimates, proposals and other documents presented by the Contractor, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Contractor.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Contractor whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6) CHANGES IN SCOPE

The City may request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall not be binding unless mutually agreed upon by and between the City and the Contractor, and incorporated in written amendments to this Agreement.

7) TERMINATION

A. The City may terminate this Agreement at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor. The Contractor may terminate this contract at any time by giving at least ninety (90) days prior written notice to the City.

B. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Contractor solely for the reasonable value of the work performed by the Contractor prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Contractor be entitled to overhead and profit on work not performed.

8) TERM

Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written for an initial term of five (5) years.

9) INDEMNIFICATION

A. The Contractor hereby does indemnify and hold harmless the City, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expenses, damage or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.

B. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract

and any statutes of limitations thereafter.

C. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10) DUTY TO PAY DEFENSE COSTS AND EXPENSES

A. The Contractor agrees to reimburse and pay on behalf of the City the cost of the City's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for all 1) claims described in the Indemnification paragraph above, or 2) other claims arising out of the Contractor's performance of the Contract and in which the City has prevailed.

B. The City shall choose its legal defense team, experts, and Contractors and invoice the Contractor accordingly for all fees, costs, and expenses upon the conclusion of the claim.

C. Such payment on the behalf of the City shall be in addition to all other legal remedies available to the City and shall not be the City's exclusive remedy.

11) INSURANCE AND PERFORMANCE SECURITY

A. The Contractor shall not commence work under this Agreement until it has obtained all insurance and bonds required and provided same to the City.

B. The Contractor shall procure and maintain during the life of this Agreement insurance of the following types:

1. Worker's Compensation: For all of its employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Contractor shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory
Coverage B - Employer's Liability- \$1,000,000.00

2. Liability: Comprehensive General Liability insurance including, but not limited to:

- a) Independent Contractor's Liability;
- b) Contractual Liability;
- c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence I \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3. Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000

Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4. Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence/ \$2,000,000 annual aggregate.

C. Certificates of Insurance: The Contractor shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

D. Contractor agrees to furnish to the City a performance/contract surety bond in the amount equal to one hundred ten percent (110%) each for the estimated value of the assigned disaster related work within seventy-two (72) hours after written notice to proceed. Such performance security shall be in a form and issued by a surety, financial institution, or other entity acceptable to the City. City may require the posting of additional performance security as a result of any increase in the performance of the disaster event. The contractor shall obtain and deliver such additional security to the City within seventy-two hours after receipt of the written request therefore.

12) NEGOTIATION DATA

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13) OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Contractor in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Contractor shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Contractor. The City shall not use the Contractor's project specific design

documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Contractor of its intended use, provides insurance protection for the Contractor for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Contractor.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional Contractor's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Contractor shall retain sole ownership to its pre-existing computer programs and software.

14) WORK COMMENCEMENT/PROGRESS/DELAYS

A. The services to be rendered by the Contractor shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager of their designee.

B. The Contractor agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Contractor, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Contractor of liability for delays or other damages as provided by law.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Contractor which delay the project schedule completion date, the City shall grant to the Contractor in writing an extension of time equal to such delays.

D. The Contractor shall maintain an adequate and competent staff of personnel and may associate with other qualified firms for the purpose of rendering services hereunder. All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City. Contractor shall utilize the US Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: 1. All persons employed by the Contractor during the term of the Agreement to perform employment duties within Florida; and 2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Agreement with the City.

15) STANDARDS OF CONDUCT

A. The Contractor covenants that it, nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any

manner or degree with performance of the services hereunder.

B. The Contractor agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

16) COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

17) ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due, or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18) INDEPENDENT CONTRACTOR

The Contractor is and shall remain an independent contractor and not an employee of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement, or representation.

19) CONTROLLING LAW AND VENUE

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

20) ATTORNEY'S FEES

If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

21) NO WAIVER

No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the

failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22) COOPERATION

Contractor acknowledges that the performance of disaster debris removal and disposal services and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous Contractors, Contractors, and counsel assisting and advising the city, as well as direction from the City Manager and City Contractor, and agrees in all things to cooperate with the City and all its Contractors as needed.

23) MEDIATION

City and Contractor agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24) ACCESS TO RECORDS

A. The Contractor agrees to provide the City, the State of Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor acknowledges that this duty to provide paperwork may arise up to 5 years following completion of the project and agrees to retain project paperwork for that time period.

B. 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.

C. 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.

25) PUBLIC RECORDS

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Contractor is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Contractor agrees to also comply with that law, specifically

including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 5. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.

26) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

THE CITY OF PANAMA CITY BEACH, FLORIDA

Drew Whitman, City Manager

ATTEST:

LYNNE FASONE, CITY CLERK

INSERT NAME OF CONTRACTOR/CONTRACTOR

By _____

Print _____

Title _____

WITNESS _____

WITNESS _____

EXHIBIT A

SCOPE OF SERVICES SCOPE OF WORK SCOPE OF SERVICES SCOPE OF WORK

General

Provide debris monitors and debris monitoring services to assist the City with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. All debris monitoring activities are to be in compliance with current FEMA guidance and local, State, and Federal regulations.

Deployment

Contractor must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, Contractor shall be prepared to increase the number of debris monitors for the City to use as needed.

Contractor's specific scope of work, level of effort, time schedule, charges, and payment conditions shall be set forth in a written Task Order. Each Task Order shall be executed by authorized representatives of the City and Contractor.

The administrative process, when work assignments are issued, will be as follows:

Step 1 - City staff will contact the Contractor for a meeting to review the assignment and will describe the scope of services required in general.

Step 2 - Contractor will prepare a detailed scope of services to be provided and a time frame for completion of various phases. Contractor will prepare a computation of fees to be charged for the services based on the approved hourly rates. These documents will be submitted to the City contact for review and approval.

Step 3 - If acceptable to City staff making the assignment, City staff will issue a Task Order (or Work Request) and a Notice to Proceed. There will be a purchase order issued for each work assignment for monitoring and tracking of the budget and project funds. The fee computation will be considered to be a limiting amount, not to be exceeded without subsequent approval by City staff.

Pre-Event Requirements

Contractor will aid in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Contractor will, at no cost to the City:

- Provide City full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshops or planning meetings with City representative and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

Post-Event Requirements

Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City agencies.

Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.

Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.

Contractor shall remove and replace employees immediately upon notice from the City Debris Manager for conduct or actions not in keeping with this contract.

Personnel Requirement and Responsibilities

Debris Monitoring Field Supervisor

Contractor will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities.
- Scheduling debris monitoring resources and deployment timing
Communicating and coordinating with City personnel.
- Providing suggestions to improve the efficiency of collection and removal of debris.
- Coordinating daily activities and future planning.
- Remaining in contact with debris management/dispatch center or supervisor.
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY).
- Documenting and recording measurements and computations.
- Documenting truck hauling compartment condition using digital photographs.

- Preparing a master logbook of all hauling equipment used by the City's debris removal contractor.
- Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s).

Debris Monitors

Contractor will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

Debris Loading Site Monitors

Contractor will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations.
- Monitoring collection activity of trucks.
- Issuing load tickets at loading site for each load.
- Checking the area for safety considerations such as downed power lines and children playing in area and ensuring that traffic control needs are met and trucks and equipment are operated safely.
- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal.
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.
- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor).
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area.
- Properly monitoring and recording performance and productivity of debris removal crew.

- Remaining in regular contact with debris management/dispatch center or supervisor.
- Ensuring that loads are contained properly before leaving the loading area.
- Ensuring that only eligible debris is collected for loading and hauling.
- Ensuring that only debris from approved public areas is loaded for removal.
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel.

Debris Tower/Site Monitors

Contractor will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations.
- Documenting measurements and computations. Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket.
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area.
- Remaining in regular contact with debris management/dispatch center or field supervisor.
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.

Clerical/Data Entry Supervisor

Contractor will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:

- Supervising the preparation of detailed estimates and submitting them to the City debris manager
- Implementing and maintaining an electronic, disaster debris data management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
- Providing daily, weekly, or other periodic reports in electronic format for the City debris manager noting work progress and efficiency, current/revised estimates, project

completion, and other schedule forecasts/updates

Clerical Staff/Data Entry Clerk

Contractor will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the contractor's information management systems and to respond to specific directions from the data entry supervisor.

EXHIBIT B

DATE _____

**COMBINED TASK ORDER
AND NOTICE TO PROCEED**

TASK ORDER NO. ___

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND THOMPSON CONSULTING SERVICES RELATING TO DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES dated _____, 2023, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Contractor agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____

Contractor's total compensation shall be (check one):

___ a stipulated sum of \$ _____; or

___ a stipulated sum of \$ ___ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his or her designee,

Allowance of \$ _____ for _____, and

Allowance of \$ _____ for _____, or

_____ a fee determined on a time-involved basis with a maximum not to exceed cost of \$ _____; as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on __, 202__, and shall be completed within ___ calendar days. The date of completion of all work is therefore _____, 20__. Liquidated delay damages, if any, are set at the rate of \$ _____ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Contractor and City, Contractor is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

WITNESSES:

ATTEST:

_____ CITY CLERK

INSET CONTRACTOR'S NAME

By: _____

Its: _____

CITY OF PANAMA CITY BEACH, FLORIDA

By: _____ Date: _____

City Manager

EXHIBIT C

FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326 FOR DEBRIS REMOVAL SERVICES

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded 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. 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.

PROCUREMENT OF RECOVERED MATERIALS

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

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement 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>.

TERMINATION FOR CONVENIENCE

The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, the City may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the awarded bidder and the City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due the City from the awarded bidder is determined.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- (1) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps must include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" 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 by the contracting officer 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 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

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

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such 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 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.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 - 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions

require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

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

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and 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 these contract clauses.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any Disaster Debris Disposal and Removal Services 53 Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY EFFICIENCY AND CONSERVATION ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (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.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the City, 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 Disaster Debris Disposal and Removal Services period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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.