

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY &
INNOVATIVE EMERGENCY MANAGEMENT, INC
FOR DISASTER RELATED RECOVERY SERVICES
NO. 13714**

This Professional Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Innovative Emergency Management, Inc, a Foreign for Profit Corporation which is authorized to do business in the State of Florida ("Professional"), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued Request for Proposal (RFP) 23-76 seeking qualified professionals to provide Disaster Related Recovery Services; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Professional as top ranked entity in the solicitation process; and

WHEREAS, the Professional is willing to provide certain services to the County; and

WHEREAS, the County desires to engage Professional to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**. In accordance with the terms and conditions of this Agreement, Professional agrees to provide Disaster Related Recovery Services, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective on the day the last Party signs it and continues until September 30, 2025, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two additional two year term(s).
4. **Qualifications**. By executing this Agreement, Professional makes the following representations to County:
 - A. Professional is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to act as a professional and to provide the Services during the term of this Agreement.
 - B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency, and Professional shall be responsible for any and all consequential damages to the County arising from the

deficiency.

- C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.
- D. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

- A. The County will pay and Professional will accept, for the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto as **Exhibit "2"** and incorporated herein by this reference. The Parties agree that the amount to be paid to Professional for the Services required will not exceed the sum of **\$ 500,000.00** annually.
- B. As a condition precedent for any payment, Professional must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed [*and the time expended, if billed by hour*], and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Department of Emergency Management
1100 SE 27th Street
Gainesville, FL 32601

- D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- F. The County's performance and obligation to pay under this Agreement is contingent

upon a specific annual appropriation by the Alachua County Board of County Commissioners (“Board”). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “3”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “3-A”**.

7. **County Property.** Professional agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Professional or its employees or agents notices or is made aware of on County property, including inside any County owned or used facility. Professional shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Professional suffer injury or damage to its/his/her person or property, the Professional shall notify the County within a reasonable time of the occurrence.

8. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County’s review of the deliverables in no way diminishes the Professional’s representations pertaining to the deliverables.

9. **Federal Contract Requirements.** The Parties acknowledge that the County may be a grant recipient or subrecipient of federal funds, and therefore by use of federal funding, including that from the Federal Emergency Management Agency (FEMA), to pay for the Services to be provided under this Agreement, and therefore certain federal laws, federal procurement standards and federal contract provisions are applicable. The Professional agrees to comply with the applicable Federal Provisions attached hereto as **Exhibit 4**, and incorporated into this Agreement.

10. **Default and Termination.**

A. **Termination for Default:** The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails

to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.

- B. Termination for Convenience: County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Professional will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

11. Indemnification. PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR

OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

11. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:

Keith Reynolds

P.O. Box 110265

Research Triangle Park, NC 27709

To County:

Alachua County Emergency Management

1100 SE 27th St

Gainesville, FL

jgrice@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuacounty.org

12. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.

2. Upon request from the County's custodian of public records, provide the County 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 Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. **Confidential Information.** During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify

Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this

Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.

J. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

K. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to terminate this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics,

wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

PROFESSIONAL

By: _____

Print: _____

Title: _____

Date: _____

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

1. General Requirements

- 1.1. The Professional will provide all services necessary to provide federal and state disaster-related grant and public assistance services. These services shall include but not be limited to the following (Note: any capitalized terms in this Scope of Services will refer to those terms or forms as defined/used by FEMA, as the same may be amended, and as the context indicates. Any capitalized term also will include a term or form that has similar function or meaning as the FEMA term or form that may be used by agencies or entities other than FEMA).
- 1.2. The Professional shall remain current with the following guidelines and regulations:
 - 1.2.1. Emergency Management Services
 - 1.2.1.1. Preparedness Services
 - 1.2.2. Disaster Financial Recovery
 - 1.2.3. Federal Highway Administration (FHWA)
 - 1.2.4. Florida Department of Transportation (FDOT)
 - 1.2.5. Natural Resources Conservation Services (NRCS)
 - 1.2.6. Florida Department of Environmental Protection (FDEP)
 - 1.2.7. Florida Fish and Wildlife Conservation Commission (FFWC)
 - 1.2.8. U.S. Army Corp of Engineer (USACE)
- 1.3. Grant Program Services, including but not limited to:
 - 1.3.1. Hazard Mitigation Grant Program
 - 1.3.2. Public Assistance Program
 - 1.3.3. Individual Assistance Program
 - 1.3.4. Community Development Block Grants/Disaster Recovery
 - 1.3.5. Economic Development Administration (EDA) Grants
- 1.4. The Professional shall provide fiscal related disaster recovery and Public Assistance services in the event of a hurricane or other disaster (event).
- 1.5. The County desires the recovery of every eligible cost. The Professional shall provide services for all mission areas of emergency management, including but not limited to emergency management activation support, emergency preparedness services including planning, training and exercises, tracking emergency and disaster related expenses for reimbursement requests, maintaining appropriate documentation and providing strategic

planning for recovery through all the phases of a disaster which may include providing staff to fill roles identified in the Alachua County Emergency Operations Team Organizational Structure related to finance, recovery, and planning.

- 1.6. The Professional shall assemble, direct, and manage a workforce that can be assembled and deployed within 48 hours of an event notification by the County, and remain accessible through the event closeout, appeals and audit process.
- 1.7. The Professional shall advise the County of the timely tasks that need to be completed to be successful with an emergency event, operations and funding.
- 1.8. The Professional shall make recommendations based on their knowledge, skills, and experience from past, similar activations.
- 1.9. The Professional's workforce will be utilized for the required work period only and phased in and out depending on the needs for that stage of the event. The Professional shall have a working knowledge of all applicable grant award eligibility criteria, including but not limited to, 44 CFR, 2 CFR Part 200 (also referred to as "Super Circular"), FEMA Guidelines, FEMA DAP 9500 series, FEMA 428 Alternative Public Assistance Program projects, Hurricane Sandy Recovery Improvement Act of 2013, Housing and Urban Development (HUD) regulations, Federal Highway Administration-Emergency Response (FHWA-ER) regulations, and any other applicable local, state, federal laws, ordinances, statutes, regulations, or requirements.
- 1.10. The Professional shall be responsible for assisting the County in emergency planning, disaster recovery, hazard mitigation activities, and the closeout/audit process(es) that are inclusive of, but not limited to, managing and monitoring flooding mitigation efforts, development, preparation and implementation of Project Worksheets for category A-G projects and donated resources, updating the Local Mitigation Strategy (LMS) and other emergency management plans, assist with management of acquisition projects, monitor construction projects, prepare and review design documents, consult with agencies to assure compliance with Federal programs as well as other applicable recovery and mitigation activities.
- 1.11. The Professional will provide project management services at a negotiated price when federal funds are awarded. In addition to having knowledge and experience in federal grant elements, the Professional shall also have the ability and experience in conducting federal and State of Florida agency consultations, review of construction (engineering) plans, preparation of project worksheets, detailed damage inspections reports and grant closeouts.
- 1.12. The Professional shall have demonstrated experience and expertise and shall employ such experience and expertise in the performance of services, in the public

facilitation process to assist the public in meaningful participation in disaster recovery programs such as Community Development Block Grants (CDBG) and the Unified HMGP process. The Professional should have and use the skills and experience in successful public outreach and participation techniques, to include facilitating and conducting public workshops, individual and group meetings with interested homeowners, acting as a liaison with State and Federal officials, reporting at Board of County Commission meetings and presenting information as needed. The Professional will provide staff members and/or sub-consultants with experience and qualifications in grant management and engineering design review, and Federal and State regulatory compliance.

1.13. The Professional shall work cooperatively with any other contractors, consultants, or subcontractors hired by the County to perform event-related services other than those contained in this Scope of Work. In the event of any issues or concerns with any other such contractors, consultants or subcontractors hired by County for an event, the Professional will keep the Director of Emergency Management for Alachua County informed of such issues or concerns and will work to resolve such issues or concerns in a manner most advantageous to the County.

2. Activation

- 2.1. When a major event occurs or is imminent, the County will contact the Professional to advise it of the intent to activate the agreement. Tracking of event related expenses will begin when preparation for an imminent hurricane strike, emergency event and/or other natural disaster begins. The Professional respond immediately after they are notified of a disaster event or an imminent event but shall not deploy without written notification from the County.
- 2.2. Written notification will allow the Professional to begin pre-deployment preparations and allow the immediate response once the recovery phase begins. The Professional shall have a maximum of 48 hours from delivery of notification by the County to mobilize and initiate its response. Notification to the Professional will be made in writing via email and via telephone.

3. Emergency Management and Grant Program Service: The Professional and any of its subcontractors will provide staff that are qualified to meet all the County's Emergency Management and Grant Program Service needs including, but not limited to, the following:

3.1. Federal Grant Assistance

- 3.1.1. Services will consist of providing staff with working knowledge of roads and bridges, utility infrastructure, debris monitoring, removal and disposal, environmental and historic compliance, insurance, cost estimating, appeals and audits, fire management, and community resiliency/sustainability. The Professional shall have individuals with experience in support of disaster damage assessment and

assistance programs of FEMA and other State and Federal organizations. This includes, but is not limited to, demonstrated experience with the following federal programs:

- 3.1.1.1. Public Assistance (PA)
 - 3.1.1.2. Public Assistance Alternate Procedures (PAAP)
 - 3.1.1.3. Individual Assistance Program
 - 3.1.1.4. Hazard Mitigation Grant Program (HMGP)
 - 3.1.1.5. Federal Highway Administration-Emergency Relief (FHWA-ER)
 - 3.1.1.6. Fire Management Assistance Grant program (FMAG)
 - 3.1.1.7. Flood Mitigation Assistance Grant Program (FMA)
 - 3.1.1.8. Community Development Block Grant (CDBG) and CDBG-Disaster Recovery (CDBG-DR)
 - 3.1.1.9. Economic Development Administration (EDA)
 - 3.1.1.10. United States Department of Agriculture (USDA)
 - 3.1.1.11. USDA National Resources Conservation Service (NRCS)
 - 3.1.1.12. United States Small Business Administration (SBA)
- 3.2. Development/Revision of Plans and Training: The Professional may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans or procedures directly or indirectly related to Emergency Management and providing training to County staff on the plans, if directed to do so by the Director of Emergency Management for Alachua County. This includes reviewing County procurement policies to ensure grant eligibility. Additionally, plans should be evaluated in compliance with Emergency Management Assistance Grant Program and Emergency Management Performance Grant standards to ensure that best practices and industry standards are being applied.
- 3.3. Documentation and Reporting: The Professional is responsible for providing damage assessment and gathering supporting documentation for grant eligible projects and completing documentation required for grant reimbursement. Such responsibility includes, but is not limited to, processing Requests for Reimbursements, preparing Summaries of Documentation, preparing quarterly reports, performing small project validation, performing project (sub grant) development through closeout activities, assisting with hazard mitigation application development, and compiling Direct

Administrative Costs (DAC) for reimbursement, and preparing support documentation for audits or appeals.

3.4. Conducting Exercises: The Professional shall be able to coordinate the participation in the workshops, seminars, tabletop, functional exercises, drills and full-scale exercises at least annually to show specific preparation activities. The Professional will provide important training and practice for prevention, vulnerability reduction, response, and recovery capabilities. The Professional will assess the exercise performance and provide professional evaluation through the After Action Report/Improvement Plan as requested by the Director of Emergency Management.

3.5. Electronic Clearinghouse for Direct Administrative Cost (DAC), Documentation, Data and Requests

3.5.1. The Professional shall provide and maintain all documentation, relevant data and funds associated with eligibility within multiple grant sources, and the costs associated with administering the various programs. In accordance with generally accepted accounting procedures and practices and C.F.R. chapters 44 and 2 (also known as the Super Circular), which sufficiently and properly reflect all revenues and expenditures of funds provided by grant sources, have the capability to demonstrate direct connectivity with state-level electronic management systems. The Professional shall track and monitor DAC for all projects to ensure costs remain within approved limits and provide status reporting to the County as requested.

3.5.2. EOC Support: The Professional should be able to provide personnel at the County emergency operations center (“EOC”) and/or other EOCs or emergency sites to fill positions such as, but not limited to, the positions identified in the Alachua County Emergency Operations Team Organizational Structure.

3.5.3. Public Assistance Support: The Professional shall provide lead and/or support staff as requested by the Director of Emergency Management for Alachua County, which will be assigned by Public Assistance Category types A-G to individual sections, departments and/or divisions at the County as needed.

3.6. Closeout, Appeals and Audit Process

3.6.1. The Professional shall continue services, unless otherwise notified, until the event has been closed out and all local, state, and general audits have been completed. This also includes providing technical assistance with project appeals.

4. Additional Services: Additionally, the Professional should be able to meet all the County's needs and provide additional services including, but not limited to, the following:
 - 4.1. Damage Assessment: Deployment of a disaster response team to assist with identifying, documenting, and quantifying disaster related damages. Provide Project Worksheets and detailed Damage Inspection Reports, as required.
 - 4.2. Eligibility Consultation: Assessment of damaged inventory to determine primary and secondary funding sources for repairs. Make project eligibility determinations, conduct research, and maintain documentation to support eligibility. Review of 214 Forms completed by County staff to determine completeness and eligibility.
 - 4.3. Review: Architectural/engineering plans, soil tests, foundation designs, construction details, elevations certificates, flood maps and other specifications for elevation projects.
 - 4.4. Project Ranking: Review of damage inventory or mitigation projects to assign priorities to projects based on urgency and benefit.
 - 4.5. Pre-Construction Assessment: Review architectural/engineering plans, soil tests, foundation designs, construction details, elevations certificates, flood maps, environmental assessments and other services for projects. Conduct pre- construction planning for compliance with building codes and coordinate with the planning department for any specialized design issues.
 - 4.6. Financial Advisory: Assist County with matching local cost share requirements to funding sources.
 - 4.7. Cash Flow Management: Develop cash-based budget tools to assist with managing payment obligations relative to receiving proceeds.
 - 4.8. Benefit Cost Analysis: Utilize industry recognized benefit and costing processes to accurately quantify the value of funding projects and initiatives.
 - 4.9. Feasibility and Effectiveness Studies: Develop studies to demonstrate the practicality of a repair or mitigation project including the sufficiency of protection offered by the project.
 - 4.10. Site Survey and Legal Description Review: Gather necessary parcel information to confirm that acquisition and relocation projects are carried out legally.
 - 4.11. Appraisal and Valuation Services: Develop replacement cost and market value assessments to serve as the basis of award for grant applications.
 - 4.12. Data Management: Implement data management system to ensure that grant related data is gathered and stored in a manner that meets grant application and reporting requirements.

- 4.13. Document Management: Implement document management tool to provide web-based, point, and click document storage and viewing.
- 4.14. Grant Application Development: Compile, assemble and organize required documentation for applications to grant programs.
- 4.15. Coordination: Provide coordination with State and Federal Agencies, as needed.
- 4.16. Contractor Invoice Reconciliation: Reconcile contractor requests for payment with substantiating field documents as required for grant funding sources.
- 4.17. Compile Reporting: Compile, assemble and organize statistics, project progress and metrics.
- 4.18. Project Scoping: Develop scopes of work that achieve grant recipient objectives while satisfying funding and regulatory requirements of federal, state and local agencies.
- 4.19. Review: Review all procurement related to event to ensure state and federal compliance.
- 4.20. Insurance Adjusting/Subrogation: Coordinate insurance adjustments inspections. Gather and review insurance policies, claims, denial letters and settlements in order to ensure non-duplication of benefits of an insured loss.
- 4.21. Eligibility Appeals: During instances of funding de-obligations, drafting of compelling appeals for funding deficiencies.
- 4.22. Closeout/Reporting: Provide final reconciliation of expenditures to grant funding applications and award documents. The Professional will be responsible for preparing and ensuring that all closeout paperwork is properly submitted to the appropriate agencies throughout the life of the events/projects as required. Prepare Project Worksheet closeout packages.
- 4.23. Report Preparation: Prepare reports for submission to FEMA and/or other federal and state agencies for reimbursement. Develop and submit quarterly progress reports to the County and State for all state and federal grant reporting requirements. Provide in-progress reviews as required to keep the County informed on project progress.
- 4.24. Reimbursement Consulting: Instruct the County on the requirements in order to obtain FEMA and/or other federal or state agency reimbursement.
- 4.25. Record Management: Keep and maintain the necessary records, documents, pictures, and all other data required in order to obtain reimbursement from FEMA and/or other federal and state agencies.

- 4.26. Establishment of Maintenance of Accounting Records: Records of cost incurred under the terms of this agreement shall be maintained and made available upon request at all times during this agreement and for five years after the event closeout. Records of costs incurred, Professionals accounting records, project records, together with supporting documentation and records of all subcontractors performing work on the project and all other records of the Professional and subcontractors as required by the funding agency and as needed for a proper audit of costs.
- 4.27. Documentation of Project Costs: All costs charged to an event or project shall be supported by properly executed payrolls, time records, invoices, contracts, purchase orders or vouchers and any other documentation itemizing proper details of the charges.
- 4.28. Inspections: The Professional and County's authorized representatives shall permit authorized agents of FEMA/FHWA or other funding agencies to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records and accounts pertaining to financing and development of the project.
- 4.29. Comprehensive Mitigation Programs:
- 4.29.1. The Professional shall include development of or update to mitigation plan(s) or other emergency management plans, if requested by the Director of Emergency Management for Alachua County.
 - 4.29.2. Work with homeowners and County staff to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications
 - 4.29.3. Conduct public and individual outreach campaigns/meetings to assist homeowners with the program requirements;
 - 4.29.4. Prepare project Scope of Work and budgets;
 - 4.29.5. Comply with all grant program mandates and documentation requirements;
 - 4.29.6. Conduct financial tracking of program funds and homeowner payments;
 - 4.29.7. Inspect construction for compliance with program requirements and to approve milestone payment requests from contractors;
 - 4.29.8. Conduct contract closing between homeowner's, contractors, and the County;
 - 4.29.9. Reporting at Board of County Commission meetings and presenting information as needed.
- 4.30. Tallahassee Representative: If the need arises, this position will be at least an Assistant Project Manager level position and may be activated to be at meetings in Tallahassee to listen and report out to the County on issues that are in the County's best

interest. This position will be based on an eight (8) hour day and work hours will be flexible based on the schedule of meetings and/or conference calls.

4.31. Other Services: Other services as may be required by the County or the funding agency.

4.32. FEMA Super circular 2CFR Chapter II, Part 200 et. al.: The Professional must provide compliance with FEMA Super Circular “2CFR Chapter II, Part 200 et.-al.” and any future amendments. Links to the current FEMA Super Circular are below:

<https://www.govinfo.gov/content/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

https://www.ecfr.gov/cgi-bin/text-idx?SID=3a51bbc734fa96db2a531dc464b71b90&mc=true&tpl=/ecfrbrowse/Title02/2cfr_200_main_02.tpl

Exhibit 2: Payment Schedule

Line Item	Description	Hourly Rate	Unit Cost	Position
1	Primary point-of-contact to the County and overall responsible for the Contractor Services and personnel.	hr	\$225.00	Program Manager
2	Responsible for managing team, developing project plan, manages the projects, provides budget and communicates project status to the County.	hr	\$225.00	Project Manager
3	Supports Project Manager, responsible for researching policy, DAC oversight, and other technical support as needed.	hr	\$170.00	Asst. Project Manager
4	Responsible for all field operations, damage assessments, site visits, inspections, contract monitoring, bid packages, etc.	hr	\$135.00	Field Operations Specialist
5	Responsible for tracking, verifying and entering data and digitizing source documentation.	hr	\$70.00	Administrative Support
6	Responsible for coordination of GIS application with County GIS staff.	hr	\$135.00	GIS Specialist
7	Responsible for the Financial Recovery Assistance portion of the project, eligibility and validation of expenses	hr	\$135.00	Senior Fiscal Recovery Specialist
8	Provides support to attribute, track and monitor all Direct Administrative Costs by site and project.	hr	\$110.00	DAC Specialist
9	SME, phase in as needed to provide specialized services. Examples include but are not limited to: Mitigation, CDBG- DR, Appeals, Grant Writing and Project Worksheet Development.	hr	\$225.00	Subject Matters Experts (SME)
10	These positions would take management or supervisory roles in the following IMT/EOC positions: Financial Section Chief, Cost Unit Leader, Comp/Claims Unit Leader, and Procurement Unit Leader.	hr	\$135.00	Incident Management Team (IMT)/EOC Finance Section/Unit Lead Positions
11	These positions provide support to the management and supervisors in #10 above. Skills should include data entry, basic accounting, clerical, etc. to support financial documentation of the incident.	hr	\$110.00	IMT/EOC Finance Section/Unit Support Staff

12	This position requires experience evaluating damaged infrastructure and damage to facilities to back up county finding and then formulate Project Worksheets to include damages, a scope of work and cost estimate for repair or replacement of infrastructure.	hr	\$225.00	Engineer(s)
13	This position requires experience in Federal laws and Executive Orders including but not limited to: Clean Air Act, Clean Water Act, RCRA, ESA, CBRA, NHPA, Floodplain Management, Wetland Protection and Environmental Justice as it impacts the incident in response mode as well as financial recovery.	hr	\$110.00	Environmental Specialist
14	This position will have knowledge and experience of working with the USDA Natural Resources Conservation Service. This position will advise and possibly represent the County on issues that surround NRCS' jurisdiction including but not limited to debris in waterways.	hr	\$170.00	NRCS Specialist
15	If the need arises, this position will be at least an Assistant Project Manager level position and may be activated to be at meetings in Tallahassee to listen and report out to the County on issues that are in the County's best interest. This position will be based on an eight (8) hour day and work hours will be flexible based on the schedule of meetings and/or conference calls.	hr	\$170.00	Tallahassee Representative

Exhibit 3: Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY. A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B. Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

VI. OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain, the following provisions:

B. Commercial General Liability and Automobile Liability Coverages 1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C. All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VII. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Federal Contract Provisions

FEMA requires that the following terms and conditions be incorporated into this Agreement. The Professional (who may hereinafter in this Exhibit be referred to as the “contractor”) acknowledges and agrees to adhere to the specific requirements of these provisions. During the performance of this Agreement, the Professional agrees as follows:

A. DEFINITIONS

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”

B. ANTI DISCRIMINATION

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
- (4) The contractor shall 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 contractor office, advising the labor union or workers' representatives of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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.
- (7) 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract contractor. The contractor shall 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 contractor 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.

C. DAVIS- BACON ACT

When required by federal program legislation, prime construction contracts must comply with the Davis-Bacon Act, 40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor at 29 C.F.R. Part 5; see 2 C.F.R. Part 200, Appendix D. If applicable to this Agreement, the contract will comply with the provisions of 29 C.F.R. 5.5(a)(1)-(10), which is incorporated herein if applicable, and require inserted or incorporation by reference into subcontracts.

D. COMPLIANCE COPELAND ANTI-KICKBACK ACT

- (1) The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may 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 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.

E. WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Work Hours and Safety Standards Act. This provision applies to procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. If applicable, provision of 29 C.F.R. 5.5(b)(1)-(4) apply:

- (1) Overtime requirements. No contractor or subcontractor 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 of Palm Beach Gardens shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime subcontractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontractors. The contractor or subcontractor shall insert in any subcontract the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractor to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

F. CLEAN AIR ACT

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to Alachua County, FL and understands and agrees that Alachua County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

G. FEDERAL WATER POLLUTION CONTROL ACT

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The contractor agrees to report each violation to Alachua County, FL and understands and agrees that Alachua County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

H. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the subcontractor, 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. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- (3) This certification is a material representation of fact relied upon by Alachua County, FL. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Alachua County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The contractor must review and agree to the Certification Regarding Lobbying.

J. 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/smm/comprehensive-procurement-guidelines-cpg-program>.

K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (2) *Prohibitions.*
 - A. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - B. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (3) *Exceptions.*
 - A. This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

B. By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

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

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

(4) *Reporting requirement.*

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

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

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

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

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

L. **ACCESS TO RECORDS** The following access to records requirements applies to this Contract:

(1) The contractor agrees to provide Alachua County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Alachua County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

M. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

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

N. DISASTER RESPONSE SERVICES (DRS) SEAL, LOGO, AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

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

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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