

RESOLUTION NO. 2022- 2889

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING AND AWARDING AN AGREEMENT TO WITT O'BRIEN'S LLC FOR DISASTER DEBRIS MONITORING SERVICES PURSUANT TO RFP NO. 2022-01; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 3, 2021, the Town issued Request for Proposals (RFP) No. 2022-01 seeking qualified firms for disaster debris monitoring services (the "Services"); and

WHEREAS, in response to the RFP, the Town received one proposal; and

WHEREAS, after reviewing the proposal submitted by Witt O'Brien's LLC (the "Contractor"), the Evaluation Committee determined that the Contractor's proposal was responsive and recommended award of an Agreement to the Contractor based on the proposal; and

WHEREAS, based on the Evaluation Committee and Town Administration's recommendation, the Town Commission wishes to select the Contractor's proposal and award the Contractor an agreement for the Services in substantially the form attached hereto as Exhibit "A" (the "Agreement"), subject to final approval as to form and content by the Town Manager and legal sufficiency by the Town Attorney; and

WHEREAS, the Town Council finds that the award of an Agreement for the Services to the Contractor and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Selection of Contractor and Award of Agreement. The Town Commission hereby selects the Contractor’s proposal and awards the Contractor an Agreement for the Services, in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization to Execute Agreement. The Town Manager is authorized to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor on behalf of the Town, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement for the Services, and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.


PASSED AND ADOPTED this 14th day of June, 2022.

Motion By: Vice Mayor Rose

Second By: Commissioner Meischeid

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meischeid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Absent</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>




Shlomo Danzinger, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
WITT O'BRIEN'S LLC**

THIS AGREEMENT (this "Agreement" or this "Contract") is made effective as of the _____ day of _____, 2022 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation (hereinafter the "Town"), and **WITT O'BRIEN'S LLC**, a Delaware corporation (hereinafter, the "Consultant").

WHEREAS, on December 3, 2021, the Town issued Request for Proposals (RFP) No. 2022-01 seeking qualified firms for Disaster Debris Monitoring Services, which RFP is incorporated herein by reference; and

WHEREAS, Consultant submitted a proposal in response to the RFP for Disaster Debris Monitoring Services (the "Services"); and

WHEREAS, the Consultant and the Town, through mutual negotiation, have agreed upon Price Schedule for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services, and to provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

1.1. The Consultant shall provide the Services as set forth in the Scope of Services and the Consultant's Proposal, which are attached hereto as Exhibits "A" and "B", respectively, and incorporated herein by reference (collectively, the "Services"). The Consultant shall perform the Services in compliance and in accordance with FEMA guidelines, including the FEMA Public Assistance Program and Policy Guide (PAPPG), as may be amended or superseded, and the FEMA Public Assistance Debris Monitoring Guide, as may be amended or superseded (hereinafter, the "FEMA Guidelines").

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. Term/Commencement Date.

2.1. The term of this Agreement shall commence on the Effective Date and continue for eight (8) years thereafter, unless earlier terminated in accordance with Paragraph 8.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Compensation for Services. Consultant will invoice the Town and be paid for the contracted Service in accordance with the rates as set forth in the Price Submittal Schedule Form for Disaster Debris Monitoring Services attached hereto as Exhibit "C."

3.2. In the event that the FEMA Guidelines are amended or superseded, the Consultant may request reasonable and necessary adjustments to the Rates to the extent the revised FEMA Guidelines require modifications or additions to the scope of Services in order to remain eligible for reimbursement by FEMA. Any adjustment to the Rates may be negotiated by the Town Manager and must be approved by the Town Manager in writing. The Rates for portions of the Services that are not modified or expanded by such changes to the FEMA Guidelines shall remain firm and fixed. The Consultant must make any request for adjustment at least 60 days before June 1 or after November 30 of each year.

3.3. Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

4.1. Consultant shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the

Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any services to any private sector entities (corporations, developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town related to this Agreement and the performance of the Services.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the Services unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, Consultant shall be paid for all Services accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

8.5. In the event the Town is in default with the terms of this Agreement, the Consultant shall provide written notice to the Town Manager of such default and provide the Town seven (7) calendar days to cure such default. If the Town remains in default seven (7) calendar days after providing the Town Manager written notice of such default, the Consultant may terminate this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

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

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

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

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and the final execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of

such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, to the extent arising from Consultant's negligent performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses

including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages to the extent arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to

examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- 16.3. Upon request from the Town's custodian of public records, Consultant shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC

Mailing address: 9293 Harding Avenue
Surfside, FL 33154

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

- 17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.**
- 20.1.** Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town, and shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. The Consultant shall provide the Services in compliance with Resolution No. 2019-2646, incorporated herein by this reference and made a part hereof, and Chapter 90, Article VIII, "Landscape Requirements" of the Town Code of Ordinances.
- 20.2.** The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** This document, without exhibits or attachments, is the “Base Agreement.” In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.

In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- 26.1. First Priority: Exhibit D – FEMA Contract Provisions Guide;
 - 26.2. Second Priority: this Base Agreement;
 - 26.3. Third Priority: Exhibit C – Rate Schedule;
 - 26.4. Fourth Priority: Exhibit A – Scope of Services;
 - 26.5. Fifth Priority: the RFP; and
 - 26.6. Sixth Priority: Exhibit B – Consultant’s Proposal.
27. **Boycotts.** The Consultant is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
 28. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
 29. **Federally Required Clauses.** In the performance of all Services under this Agreement, the Consultant shall adhere to (1) the FEMA Guidelines (as may be amended or superseded), (2) the contract provisions listed under 2 CFR Part 200, Appendix II, and (3) all applicable contract provisions and guidance in the FEMA Contract Provisions Guide, as may be amended from time to time and which is attached hereto as Exhibit “D.” The Consultant shall comply with the following terms and provisions for all Disaster Debris Monitoring Services:
 - 29.1. **Equal Employment Opportunity.** During the performance of this Agreement, the Consultant agrees as follows:
 - 1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

identity, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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 Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- 4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant 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 Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

29.2. Compliance with the Davis-Bacon Act. As applicable, during the performance of this Agreement, the Consultant agrees as follows:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Consultant shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

29.3. Compliance with the Copeland “Anti-Kickback” Act. As applicable, during the performance of this Agreement, the Consultant agrees as follows:

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

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

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

29.4. Compliance with the Contract Work Hours and Safety Standards Act. As applicable, during the performance of this Agreement, the Consultant agrees as follows:

29.4.1. Overtime requirements. The Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor 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.

29.4.2. 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 Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Consultant 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 (a) 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 (a) of this section.

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

29.4.4. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

29.5. Rights to Inventions Made under this Agreement.

29.5.1. As applicable, if the Consultant is engaged for the performance of experimental, developmental, or research, the Consultant's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 Federal Government.

29.6. Clean Air Act and Federal Water Pollution Control Act. As required by Federal program legislation, the Consultant agrees to comply with the following federal requirements:

29.6.1. Clean Air Act.

29.6.1.1. The Consultant 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.

29.6.1.2. The Consultant agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

29.6.2. Federal Water Pollution Control Act

- 29.6.2.1. The Consultant 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.
- 29.6.2.2. The Consultant agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 29.6.2.3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 29.7. Suspension and Debarment.** During the performance of this Agreement, the Consultant agrees as follows:
- 29.7.1.** 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 Consultant is required, and will, verify that neither Consultant, its principals (defined at 2 C.F.R. § 180.995), nor 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).
- 29.7.2.** The Consultant will 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.
- 29.7.3.** Consultant's certification is a material representation of fact relied upon by the Town. If it is later determined that the Consultant 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, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 29.7.4.** The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Consultant further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
- 29.8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** During the performance of this Agreement, the Consultant agrees as follows:
- 29.8.1.** The Consultant certifies to the Town that it has not and will not use 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. *The required Certification is attached to this Addendum to the Agreement.*
- 29.8.2.** Consultant will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Town.
- 29.9. Procurement of Recovered Materials.** As required by federal program legislation, Consultant agrees to the following:

- 29.9.1.** In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- 29.9.1.1. competitively within a timeframe providing for compliance with the contract performance schedule;
 - 29.9.1.2. meeting contract performance requirements; or
 - 29.9.1.3. at a reasonable price.
- 29.9.2.** Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 29.9.3.** The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 29.10. DHS Seals, Logos, and Flags.** The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 29.11. Compliance with Federal Law, Regulations, and Executive Orders.** The Consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 29.12. No Obligation by Federal Government.** Consultant acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.
- 29.13. Program Fraud and False or Fraudulent Statements or Related Acts.** The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant actions pertaining to this Agreement.
- 29.14. Access to Records.**
- 29.14.1.** The Consultant agrees to provide the State of Florida, the Town, 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 29.14.2.** The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 29.14.3.** The Consultant 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.
 - 29.14.4.** In compliance with the Disaster Recovery Act of 2018, the Town and the Consultant acknowledge and agree that no language in this Agreement is intended to

prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

29.15. Affirmative Socioeconomic Steps/Small and Minority Businesses, Women’s Business Enterprises.

29.15.1. Consultant shall comply with 2 C.F.R. § 200.321, “Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.”

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

29.16. Change or Modification. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Consultant shall comply with the following:

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

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

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

29.17. Remedies. Town confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant’s compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

29.18. Prohibition on Contracting for Covered Telecommunications Equipment or Services. If applicable, the Consultant shall agree as follows:

29.18.1. The Town and the Consultant must comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019

NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Towards that end, the Consultant shall ensure that the Consultant and its subcontractors do not:

29.18.2. 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;

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

29.18.4. Enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

29.19. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Consultant 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:

29.19.1. *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.

29.19.2. *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.

29.20. License and Delivery of Works Subject to Copyright and Data Rights and Privacy Training. If applicable, the Consultant shall agree as follows:

29.20.1. The Consultant grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under

17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

29.21. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training.

29.21.1. Applicability. This clause is applicable when the Consultant has access to sensitive information or the Consultant's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Consultant, its subcontractors, and Consultant employees (hereafter referred to collectively as "Consultant"). The Consultant shall insert the substance of this clause in all subcontracts.

29.21.2. Definitions. As used in this clause— "Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Consultant employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Consultant's employees shall be fingerprinted, or subject to other investigations as required. All Consultant's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the Consultant to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Consultant shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Consultant employees authorized access to sensitive information, the Consultant shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Consultant shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

**[Remainder of page left intentionally blank.
Certifications and signature page follow.]**

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned, _____, certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Authorized Officer: _____

Name: _____

Title: _____

Date: _____

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

WITT O'BRIEN'S LLC:

By: _____
Andrew Hyatt
Town Manager

By: _____

Name: _____

Date Executed:

Title: _____

Date Executed:

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
AHyatt@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian M. Arango, Esq.
Town of Surfside Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT "A"
SCOPE OF SERVICES

SECTION 3
SCOPE OF SERVICES

3.1.INTRODUCTION.

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

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

3.2.PROJECT MANAGEMENT.

The Contractor shall:

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

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

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

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

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

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

3.3.RESPONSE TIME AND MOBILIZATION.

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

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

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

3.4.MEETING AND COMMUNICATIONS.

The Contractor shall:

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

3.5.OPERATIONAL REPORTS AND OTHER DOCUMENTATION.

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

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

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

3.6.FIELD MONITORING.

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

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

3.7.DEBRIS SITE AND STAGING AREA MONITORING.

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

3.8.PUBLIC AND PRIVATE PROPERTY DAMAGE ASSESSMENTS.

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

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

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

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

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

3.10. WATERWAY - WATERBORNE AND BEACH DEBRIS MONITORING.

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

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

3.11. DIFFERENT TYPES OF DEBRIS.

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

3.12. LEANERS AND HANGERS.

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

3.13. TECHNICAL EXPERTISE AND GUIDANCE.

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

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

3.14. FINAL REPORT.

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

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

3.15. EVENT CLOSURE.

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

3.16. TRAINING SERVICES.

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

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

3.17. ADDITIONAL SERVICES.

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

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

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

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

END OF THIS SECTION

EXHIBIT "B"
WITT O'BRIEN'S PROPOSAL

THE TOWN OF SURFSIDE

DISASTER DEBRIS MONITORING

RFP: 2022-01

Date: February 17, 2022

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COVER LETTER

February 17, 2022

Sandra McCreedy, MMC
Town Clerk
9293 Harding Avenue
Surfside, FL 33154

RE: Disaster Debris Monitoring Services, RFP 2022-01

Dear Ms. McCreedy:

Witt O'Brien's is pleased to submit this proposal to the Town of Surfside, Florida (the Town) to provide as-needed, emergency debris monitoring and recovery services. As a leading public safety and emergency management firm, we offer a complete range of planning, mitigation, preparation, and prevention services that can help the Town be better prepared before a crisis occurs, and to provide professional and timely services after a disaster. We are ready to assist the Town with pre-event planning and post-event debris monitoring efforts to support your disaster response activities and maximize your reimbursements.

Witt O'Brien's is a full-service company that supports our clients – and their communities – through the entire disaster life cycle. We earn the trust of our clients because we deliver. Our success is based on the combination of experience, capacity, tools, knowledge, and relationships:

- **Nationally recognized, full-service disaster recovery firm.** Since 2001, Witt O'Brien's has helped state and local clients prepare for, respond to, and recover from more than 40 major disasters, including Hurricanes Katrina, Sandy, Harvey, Laura, Isaias, Zeta, and Ida. Witt O'Brien's remains a leader in the industry we helped build. Our team has managed the recovery of **50 million cubic yards of debris** across 135 projects, resulting in **\$375 million in hauling costs**. We have helped our clients secure and use more than **\$65 billion in disaster recovery funding** across the spectrum of available sources, including \$10B in COVID-related funding.
- **Capacity to respond to multiple disasters.** Witt O'Brien's meets our debris monitoring clients' needs, even with multiple, simultaneous activations. We maintain a robust program management system for pro-active management of clients, contracts, and staff. We supplement our cadre of 135 supervisory staff and network of 700 trained and vetted monitors with full-service recruiting for local hires. In the **recent 2021 hurricane season, we successfully managed 5 different projects involving more than 650 staff, all with full implementation of COVID-19 protocols.**
- **ADMS for secure and accurate data collection and management.** A cornerstone of our approach is the use of our proprietary Automated Debris Management System (ADMS), **DebrisPro™**, a securely hosted, multi-device supported, web-enabled system that allows for the electronic tracking and collection of data in the field to ensure thorough documentation for all cost recovery activities. **DebrisPro™** integrates the best of the technology, tools, server infrastructure, hand-held devices, and a web portal to simplify the tasks of managing debris monitoring and removal operations.



- ***Real-time progress reporting and performance improvement.*** Using our GIS tools and ***DebrisPro***,™ we will provide frequent updates on debris removal progress along with the detailed metrics. To provide the Town with recommendations to improve efficiency, we will regularly analyze collection quantity data against project goals to determine where operational improvements can be made.
- ***Focus on staff preparedness through training and safety.*** Witt O'Brien's requires all debris monitoring staff to complete a comprehensive training program that focuses on safety as well as FEMA requirements. We perform drug screening, criminal background checks, and motor vehicle operating record reviews for all of our temporary employees. We have developed a COVID management program for operating during a COVID environment -- ***throughout the pandemic, we have not lost any days of work in debris operations.***
- ***Knowledge of Federal programs informs how we conduct debris management and monitoring—with knowledge of how to ensure maximum reimbursement.*** Our corporate and personnel experience and capabilities span all Federal funding programs, and our staff remain on the cutting edge of policy and program changes. Both our full-time and on-call debris monitoring staff are trained on any updates to FEMA's PAPPG (e.g., Version 4) and FEMA's PA Debris Monitoring Guide (updated March 2021).

Witt O'Brien's appreciates your time and consideration and stands ready to assist the Town. We reserve the right to negotiate terms and conditions applicable to any final agreement and, if selected, will negotiate in good faith with the Town to enter into a mutually agreeable formal written agreement. For any questions about this proposal or our capabilities, please contact Charles Bryant, Director of Debris Operations, at 337-476-0158 or cbryant@wittobriens.com, cc: contractrequests@wittobriens.com.

Respectfully,

Witt O'Brien's, LLC



Jonathan Hoyes
Senior Managing Director
Government Solutions

1. REQUIRED FORMS

Form 1. Proposal Form Package Acknowledgement.

Form 2A. Proposer's Certification (if Company or Corporation)

Form 2B. Proposer's Certification (if Partnership)

Form 3. Single Execution Affidavits

Form 4. Dispute Disclosure

Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions

Form 6. Proposer's Qualifications Survey

Form 7. Small and Minority Businesses and Women's Business Enterprises Subcontractors

Form 8. Price Submittal Schedule Form

Form 9. Reference List

Form 10. Federally Required Clauses Affidavit

**FORM 1
PROPOSAL FORM PACKAGE ACKNOWLEDGEMENTS**

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

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

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

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

<input checked="" type="checkbox"/> _____ Addendum 1	_____ Addendum 6
<input checked="" type="checkbox"/> _____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

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

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

Form 1 – Proposal Form Package Acknowledgements (continued)

Witt O'Briens
NAME OF PROPOSER FIRM

Jonathan Hayes
SIGNATURE OF PROPOSER

Senior Managing Director, Government Solutions
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS
1201 15th Street NW, suite 600

Washington, DC 2005

(202) 585-0780
TELEPHONE NUMBER

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF Indian River)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of February 2022 ~~2021~~ by Jonathan Hayes, on behalf of Witt O'Briens, LLC. She/He is personally known to me or has produced _____ as _____ identification.



[SEAL]

JULIE I. GLENN
Commission # HH 136201
Expires June 1, 2025
Bonded Thru Budget Notary Services

Julie Glenn
Notary Public
Julie Glenn
Print Name

FORM 2A
PROPOSER'S CERTIFICATION
(if Company or Corporation)

CERTIFICATE

STATE OF Florida)
) SS
COUNTY OF Indian River)

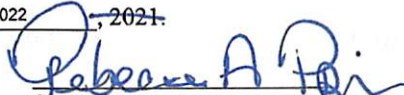
I HEREBY CERTIFY that a meeting of the Board of Directors of
Witt O'Briens

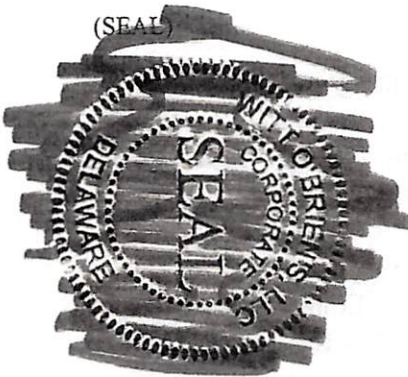
a corporation or company existing under the laws of the State of Deleware,
held on _____, 2022-01, the following resolution was duly passed and
adopted:

RESOLVED, that, as Senior Manging Director of the Corporation/Company, be and is hereby
authorized to execute the proposal dated, February 17, 2022, 2021 to the Town of Surfside for
RFP No. 2022-01 Disaster Debris Monitoring Services, and that this execution thereof,
attested by the Secretary of the Corporation/Company, and with the Corporate/Company
Seal affixed, shall be the official act and deed of this Corporation/Company.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
corporation/company on this the February of 17, 2022, 2021.


Secretary



**FORM 3
SINGLE EXECUTION AFFIDAVITS**

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

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

By: Jonathan Hoyes

For (Name of Proposing or Bidding Entity): Witt O'Briens

Whose business address is: 1201 15th Street NW, Washington, DC 20005

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-278-3923

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

Americans with Disabilities Act Compliance Affidavit

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

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

JH

Proposer Initials

Public Entity Crimes Affidavit

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

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

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

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

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

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

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

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

JH

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

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

JH

Proposer Initials

Business Entity Affidavit

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

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

JH

Proposer Initials

Anti-Collusion Affidavit

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

JH

Proposer Initials

Scrutinized Company Certification

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

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

JH

Proposer Initials

Drug-Free Workplace Affidavit

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

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the Proposer’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 1) Give each employee engaged in providing commodities or contractual services under the RFP a copy of the statement specified in subsection (1).
 - 2) Notify employees that, as a condition of working on the commodities or contractual services under the RFP, the employee must abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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

(INDICATE WHICH STATEMENT APPLIES.)

The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.

The entity submitting this sworn statement is not a drug-free workplace.

JH

Proposer Initials

Town Non-Discrimination Requirements Affidavit

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

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

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

JH

Proposer Initials

Acknowledgment, Warranty, and Acceptance

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

*** Upon notification of award Witt O'Brien's will actively work with the client to negotiate and finalize any contracting needs in a fair and reasonable manner.

JH

Proposer Initials

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

In the presence of:

Kelly Stouffer

Witness #1 Print Name: Kelly Stouffer

Rebecca Price

Witness #2 Print Name: Rebecca Price

Signed, sealed and delivered by:

Jonathan Hoyes

Print Name: Jonathan Hoyes

Title: Senior Managing Director, Government Solutions

ACKNOWLEDGMENT

STATE OF FLORIDA)

) ss:

COUNTY OF Indian River)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of February 2022 ~~2021~~ by Jonathan Hoyes, on behalf of Witt O'Brien's, LLC. She(He) is personally known to me or has produced N/A as identification.



JULIE I. GLENN
Commission # HH 136201
Expires June 1, 2025
Bonded Thru Budget Notary Services

Julie Glenn

Notary Public
Julie Glenn

Print Name

[SEAL]

**FORM 4
DISPUTE DISCLOSURE**

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

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

YES _____ NO x _____

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

YES _____ NO x _____


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

YES _____ NO x _____

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

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

Signed, sealed and delivered by:



Print Name: Jonathan Hoyes

Title: Senior Managing Director, Government Solutions

ACKNOWLEDGMENT

STATE OF FLORIDA)

) ss:


COUNTY OF Indian River)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of February 2022 ~~2021~~ by Jonathan Hoyes, on behalf of W.H O'Brien's, LLC. She/He is personally known to me or has produced _____ N/A _____ as _____ identification.



JULIE I. GLENN
Commission # HH 136201
Expires June 1, 2025
Bonded Thru Budget Notary Services

[SEAL]



Notary Public
Julie Glenn

Print Name

**FORM 6
PROPOSER'S QUALIFICATIONS SURVEY**

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

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

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

Name of Firm: Witt O'Brien's
Address: 1201 15th Street NW, Suite 600
Washington, DC 20005

Principals: Brad Gair Titles: Senior Managing Director
Tim Whipple CEO
Jonathan Hoyes Senior Managing Director

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

YES NO

- b. List Principals Licensed:

Name(s): Jonathan Hoyes Title: Senior Managing Director

Remarks: Sunbiz certificate attached in Appendix A.

3. How long has your Firm been in business and so licensed? 2008

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

a. Date of Organization December 28, 2012

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

Jonathan Hoyes, 1201 15th Street NW, Suite 600 Washington, DC 20005

Form 6 – Proposer’s Qualifications Survey (continued)

-
-
- c. State whether general or limited partnership: _____
- d. State whether a corporation or company LLC. Date and State of incorporation Deleware December 28, 2012.

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

-
-
5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your firm been in business under its present business name?

13 years

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

Witt Group Holdings, LLC. , James Lee Witt & Associates,

O'Brien's Response Management

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

No

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

Please see the Proposal.

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

Form 6 – Proposer’s Qualifications Survey (continued)

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

Name Jonathan Hoyes _____

Title Senior Manging Director _____

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

Please see the Proposal.

Attach additional sheets if necessary.

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

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

<i>Subcontractor Name:</i> Garrie Harris	<i>Subcontractor Name:</i> -
<hr/>	
<i>Company Name:</i> Alpha 1	<i>Company Name:</i>
<hr/>	
<i>Mailing Address:</i> 1111 Park Centre Blvd, Suite #105D	<i>Mailing Address:</i>
<hr/>	
<i>City, State, Zip Code:</i> Miami, FL 33169	<i>City, State, Zip Code:</i>
<hr/>	
<i>Telephone:</i> 855-525-7421	<i>Telephone:</i>
<hr/>	
<i>Qualifying Category:</i> WMBE	<i>Qualifying Category:</i>

<i>Subcontractor Name:</i> -	<i>Subcontractor Name:</i> -
<hr/>	
<i>Company Name:</i>	<i>Company Name:</i>
<hr/>	
<i>Mailing Address:</i>	<i>Mailing Address:</i>
<hr/>	
<i>City, State, Zip Code:</i>	<i>City, State, Zip Code:</i>
<hr/>	
<i>Telephone:</i>	<i>Telephone:</i>
<hr/>	
<i>Qualifying Category:</i>	<i>Qualifying Category:</i>

<i>Subcontractor Name:</i> -	<i>Subcontractor Name:</i> -
<hr/>	
<i>Company Name:</i>	<i>Company Name:</i>
<hr/>	
<i>Mailing Address:</i>	<i>Mailing Address:</i>
<hr/>	
<i>City, State, Zip Code:</i>	<i>City, State, Zip Code:</i>
<hr/>	
<i>Telephone:</i>	<i>Telephone:</i>
<hr/>	
<i>Qualifying Category:</i>	<i>Qualifying Category:</i>

Form 8: PRICE SUBMITTAL SCHEDULE

Below we provide a table of positions and rates for debris monitoring services. These rates are fully burdened with all travel and ODCs, as the RFP indicated that the travel and lodging are not covered by the Town. Should travel / ODCs be reimbursable with no mark-up, Witt O'Brien's would be happy to adjust rates accordingly.

<u>POSITIONS</u>	<u>HOURLY RATE</u>
Project Manager	\$ 80.00
Operations Manager / Assistant Project Manager	\$ 62.00
GIS Specialist	\$ 68.00
Field Supervisor	\$ 49.00
Debris Site / Tower Monitors	\$ 32.50
Load Site / Field Monitors	\$ 32.50
Data Manager	\$ 52.00
Data Entry Clerks	\$ 32.00
Administrative Assistant	\$ 32.00
Billing Invoice Analyst	\$ 49.00

The Scope of Work indicates that in addition to debris monitoring, the Town may also require comprehensive services to support oversight and management of FEMA Public Assistance applications. The Town may also need assistance in developing a comprehensive emergency management plan (CEMP) and mitigation program. Below we provide a table of positions and rates for these additional services. These rates are also fully burdened with all travel and ODCs.

<u>Positions</u>	<u>Hourly Rate</u>
Project Manager – Grants	\$ 168.00
Subject Matter Expert	\$ 155.00
Senior Grants Manager	\$ 164.20
Grant Manager	\$ 154.90
Senior Planner	\$ 120.00
Planner	\$ 90.00
Senior Mitigation Advisor	\$ 155.00
Mitigation Specialist	\$ 130.00
Document Control Specialist	\$ 79.00
Administrative Assistant – Grants	\$ 45.00

**FORM 9
REFERENCE LIST**

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

REFERENCE #1

Public Entity Name: Town of Miami Lakes, Florida

Reference Contact Person/Title/Department: Ismael Diaz, Chief Financial Officer,
Town of Miami Lakes

Contact Number & Email (305) 827-4014; diazi@miamilakes-fl.gov

Public Entity Size/Number of Residents/Square Mileage: Population: 30,467; 6.8 square miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Disaster debris monitoring following Hurricane Irma (9/17 - 3/18). Monitored the removal of 97,550 CY of vegetative and C&D debris and 9,549 hazardous trees/limbs

Total Reimbursement Requested from FEMA, State, Insurance or Other Sources: Total hauling and monitoring costs requested was \$1,520,197.

Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources: not available

Is the Contract still Active? Yes _____ No X

REFERENCE #2

Public Entity Name: City of New Orleans, Louisiana

Reference Contact Person/Title/Department: Matt Torri, Deputy Director, Department of Sanitation

Contact Number & Email 504-658-7646 Mtorri@nola.gov

Public Entity Size/Number of Residents/Square Mileage: Population 383,551; 349 square miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Disaster debris monitoring (September 2021 - ongoing) following Hurricane Ida. Monitored the removal of 220,073 CY of vegetative debris, 74,431 CY of mulch, 61,981 CY of C&D, 16,730 hazardous trees/limbs, and 80 hazardous stumps.

Also monitored removal fo 8,306,665 lbs of solid waste

Total Reimbursement Requested from FEMA, State, Insurance or Other Sources: not available, as invoicing is not yet complete. Hauling and monitoring costs to date are \$9.3 million.

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

Is the Contract still Active? Yes No

REFERENCE #3

Public Entity Name: New Hanover County, North Carolina

Reference Contact Person/Title/Department: Kim Roane, Business Officer, Environmental Management Department

Contact Number & Email (910) 798-4402; kroane@nhcgov.com

Public Entity Size/Number of Residents/Square Mileage: Population: 225,702; 328 square miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Disaster debris monitoring following Hurricane Isaias (8/20 - 10/20). Monitored the removal of 173,787 CY of vegetative and C&D debris and 743 hazardous trees, limbs, and stumps

Total Reimbursement Requested from FEMA, State, Insurance or Other Sources: Total hauling and monitoring costs requested were \$2,861,744

Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources: not available

Is the Contract still Active? Yes _____ No X



4876 HIGHWAY 1 • MATHEWS, LA 70375
P.O. BOX 425 • MATHEWS, LA 70375
985.537.7603 • 800.794.3160 • FAX 985.532.8292

www.lafourchegov.org

Archie Chaisson, III, *Parish President*

Department of Solid Waste

March 29th, 2021

**Subject: Witt O'Brien's
Rodney Byrd, Regional Manager, Debris**

The Lafourche Parish Government is currently contracted with Witt O'Brien's for Disaster Debris Monitoring and Technical Assistance. Witt O'Brien's has delivered the following in accordance with our contractual agreement.

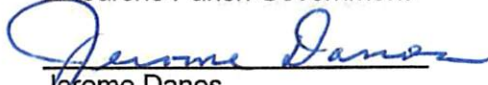
- A comprehensive Debris Management Plan for Lafourche Parish, approved by FEMA, allowing the Parish to participate in the Increased Federal Share Incentive component of the Public Assistance Program
- Multi-year Disaster Debris Removal & Recovery Service Contract
- Multi-year Disaster Debris Monitoring Contract
- Several months of direct technical and monitoring assistance with the Parish relative to the activation of contracts in the wakes of hurricanes that have impacted Lafourche Parish since 2012
- Provided guidance and instruction with Lafourche Parish Government staff in all aspects of emergency response

Lafourche Parish Government specifically recognizes Mr. Rodney Byrd's knowledge, expertise, willingness, cooperation, professionalism, and diligence in ensuring that the needs of our local governments and citizens were met in every way possible.

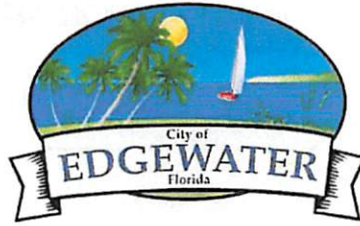
Lafourche Parish Government does not hesitate to utilize the outstanding services of Witt O'Brien's, including Mr. Rodney Byrd, should our need arise. We strongly recommend Witt O'Brien's for services under your consideration.

Sincerely,

Lafourche Parish Government


Jerome Danos
Solid Waste Manager

ARCHIE CHAISSON, III	PARISH PRESIDENT	JIM WENDELL	DISTRICT 5
JERRY JONES	DISTRICT 1	COREY PERRILLIOUX	DISTRICT 6
WILLIAM "T-BOO" ADAMS	DISTRICT 2	ARMAND AUTIN	DISTRICT 7
MICHAEL GROS	DISTRICT 3	D'LYNN BOUDREAU	DISTRICT 8
AARON "BO" MELVIN	DISTRICT 4	DANIEL LORRAINE	DISTRICT 9



July 15, 2020

Mr. Charles Bryant
Director, Debris Monitoring
Witt O'Brien's, LLC
818 Town and County Blvd
Houston, TX 77024

Re: Witt O'Brien's Letter of Reference – Edgewater, FL

Dear Mr. Bryant:

On behalf of the Edgewater, FL, I would like to express our appreciation for the dedication and outstanding service that Witt O'Brien's provided the City of Edgewater.

Witt O'Brien's performed debris monitoring services for us in 2016 & 2017 in response to Hurricanes Matthew & Irma. They were on the ground and mobilized quickly. Some of Witt O'Brien's notable accomplishments include:

- Monitoring the removal of 295,034 CY of vegetative debris
- Monitoring the removal of 10,360 CY of C&D debris
- Monitoring the removal of 30,903 CY of mulch
- Monitoring the removal of 2,832 hazardous limbs and trees
- All this was completed in a professional and courteous manner

We would not hesitate to hire Witt O'Brien's again for our debris monitoring and removal needs, as well as recommend them to any local government entity in need of comprehensive disaster debris monitoring services.

Regards,

Brenda L. Dewees
Director

BDewees@cityofedgewater.org

From: Dave Mayes <Dave.Mayes@wilmingtonnc.gov>
Sent: Monday, February 25, 2019 2:09 PM
To: Rodney Byrd <RByrd@wittobriens.com>
Subject: Post Florence

Rodney

The City thanks you for your dedicated service during our post Hurricane Florence clean up activities. Now that the site is clean and you have delivered all documentation, the City acknowledges the completion of your work here in the City. Should future administrative issues arise, we will be in touch.

thanks

David B. Mayes, P.E.

Public Services Director
City of Wilmington, Public Services Department
209 Coleman Dr | PO Box 1810
Wilmington, NC 28402
Ph: 910.341.5880 | Cell: 910.470.1869
dave.mayes@wilmingtonnc.gov
www.wilmingtonnc.gov



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**FORM 10
FEDERALLY REQUIRED CLAUSES AFFIDAVIT**

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

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

By: _____

Jonathan Hoyes, Senior Managing Director

For (Name of Proposing or Bidding Entity): Witt O'Briens

Whose business address is: 1201 15th Street NW, suite 600 Washington, DC 2005

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-278-3923

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

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

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

JH

Proposer Initials

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

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

JH

Proposer Initials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JH

Proposer Initials

D. 2 C.F.R. §200.319 - Competition

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

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

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

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

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

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

JH

Proposer Initials

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

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

(b)Affirmative steps must include:

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

JH

Proposer Initials

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

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

JH

Proposer Initials

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

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

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

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

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

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

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

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

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

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

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

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



Proposer Initials

H. §200.326 Contract provisions.

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



Proposer Initials

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

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

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

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.

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

2. Termination for Cause and Convenience.

a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.

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

3. Equal Employment Opportunity.

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

b. Key Definitions.

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

§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(b) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

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

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

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

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

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

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

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

- (a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. **Contract Work Hours and Safety Standards Act.**

- a. **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (*see* 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard

work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

- (a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

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

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA awards under these programs do not

meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

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

(a) “Clean Air Act

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(b) Federal Water Pollution Control Act

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

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

"Suspension and Debarment

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

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

b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

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

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Witt O'Brien's, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Hoyes, Senior Managing Director

Name and Title of Contractor's Authorized Official

2/15/2022

Date

10. Procurement of Recovered Materials.

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

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

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

b. Changes.

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

c. Access to Records.

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

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

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

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

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

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

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

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

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

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

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the 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.

b. The following provides a contract clause regarding no obligation by the 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."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent 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."

JH
Proposer Initials

In the presence of:

Signed, sealed and delivered by:

Kelly Stouffer
Witness #1 Print Name: Kelly Stouffer
Rebecca Price
Witness #2 Print Name: Rebecca Price

Jonathan Hoyes
Print Name: Jonathan Hoyes
Title: Senior Managing Director, Government Solutions

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF Indian River)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of February 2021 by Jonathan Hoyes, on behalf of Witt O'Brien's, LLC. She/He is personally known to me or has produced _____ as identification.



JULIE I. GLENN
Commission # HH 136201
Expires June 1, 2025
Bonded Thru Budget Notary Services

[SEAL]

Julie Glenn
Notary Public
Julie Glenn
Print Name

Exhibit "A"
Sample Agreement

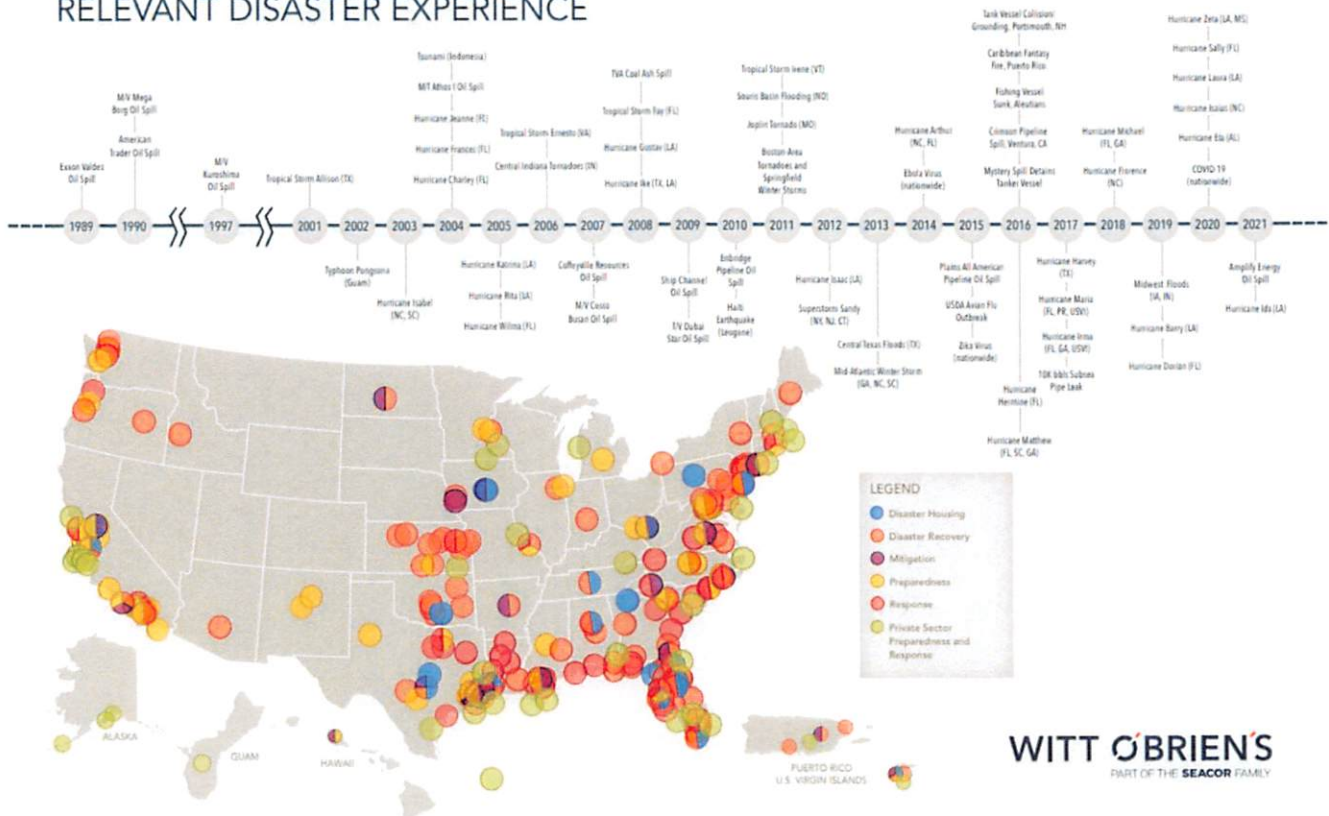
2. QUALIFICATIONS AND EXPERIENCE

Witt O'Brien's is with you when it counts. Unlike other firms that might have a single division working in emergency and crisis management, Witt O'Brien's is fully dedicated to developing innovative solutions to help state and local governments, communities, and businesses recover from disasters and emergencies. We are staffed by top experts in preparedness, crisis management, and disaster response and recovery operations. While we are nimble enough to respond quickly to the Town of Surfside's needs, we possess the depth of resources, experience, and expertise necessary to produce high-quality, reliable work.

The history of Witt O'Brien's is intertwined with the history of emergency management. Formed in 2009 by a merger between O'Brien's Response Management (formed in 1983) and Witt Associates (formed 2001), Witt O'Brien's, LLC has supported our clients in preparing for, responding to, and recovering from some of the most significant disasters in our Nation's history (see **Exhibit 1**). Throughout our support, we strive to make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats.

Exhibit 1: Witt O'Brien's Disaster Management Experience

RELEVANT DISASTER EXPERIENCE



To address the requirements of the RFP, the sections below highlight our experience and qualifications in (1) debris removal monitoring and waste management; (2) coordinating with federal, state, and local agencies; (3) implementing federal funding sources and reimbursement processes; and (4) providing special disaster recovery services.

2.1 EXPERIENCE IN DEBRIS REMOVAL, SOLID WASTE, AND HAZARDOUS WASTE MANAGEMENT

For nearly 20 years, Witt O'Brien's has overseen nearly 140 debris management projects totaling more than 50 million CY of debris and \$375 million in hauling costs. We have also monitored removal of more than 8 million pounds of solid waste. Our firm currently holds about 70 debris monitoring contracts, all of which involve cooperation and collaboration with our local clients, statewide emergency and environmental agencies, and FEMA. In the State of Florida alone, we have conducted dozens of debris monitoring projects (as well as FEMA public assistance grants management), including for Surfside (see Exhibit 2).

100 Debris Supervisory Staff	700+ Trained and Vetted Monitors
70+ Stand-by Contracts	50 Million CY of Debris
\$375 Million Hauling Costs	40+ Major Disasters
41 Simultaneous Activations	

Exhibit 2: Witt O'Brien's Debris Monitoring Projects in Florida



We can offer expertise and technical advice on all debris management activities, such as developing FEMA-compliant debris monitoring and action plans; hiring and training field staff; identifying ineligible debris, measuring and certifying trucks; managing hazardous debris; monitoring residential drop-off; tracking and reporting damages;; managing and reporting data; disseminating information to the public; and documenting removal costs. **We can *supplement this support with planning (i.e., developing comprehensive emergency management plans), conducting training and exercises, and assisting with grants management of recovery funding.***

We consistently receive accolades attesting to the professional manner in which we implement improved practices; decrease unnecessary work; and facilitate safe, accurate, and FEMA-compliant completion of debris management projects. Our automated debris management system (ADMS) **DebrisPro™** enables us to capture and document debris operations in real-time, reducing the likelihood of errors or lost records. We mobilize rapidly, adjust to fluid circumstances, seamlessly implement our field-tested and proven operating procedures, and provide successful debris monitoring services.

In addition, we have a long history of successfully handling simultaneous contract activations throughout the Gulf Coast and southeast. Our strengths are:

- **Pre-Event Planning:** We have a robust program management structure for pre-event planning to ensure we have the most up-to-date information prior to an event.
- **Staffing Capacity for Mobilization:** We maintain a deep bench of 100 supervisory staff and network of 700 pre-vetted monitors available for re-hire, along with a pro-active recruiting program with a preference for local hires following activation.
- **Coordination for Multiple Activations:** In the event of multiple activations, our Debris Practice coordinates with internal corporate resources to ensure we meet obligations.

We recently completed monitoring both debris and solid waste removal in New Orleans following Hurricane Ida, while also concurrently conducting debris monitoring for four other organizations. Across these efforts, we deployed 50 debris monitoring supervisors, trained 630 monitors, and monitored the removal of more than 1.6m CY of vegetative and C&D debris, 25k hazardous trees/limbs/limbs, 8.3m pounds of solid waste, and 2,600 pieces of white goods.

Witt O'Brien's Proven Ability to Respond to Multiple Disasters



ALDOT_02

Witt O'Brien's has provided debris monitoring services at the state, county, and city level in response to a wide range of events, including hurricanes, floods, tornadoes, and winter storms. While most of our projects have involved debris removal from public property and public rights-of-way (ROW), we also have experience in situations requiring special handling and compliance, including private property debris removal (PPDR), waterway debris removal, and operations near environmental or historic sites. **Exhibit 3** presents a select list of our debris monitoring efforts by state to demonstrate the range of our experience across debris types, debris volume, and jurisdiction sizes.

Exhibit 3: Select Examples of Witt O'Brien's Debris Monitoring Experience

Client/Event	Debris Types/Amounts
Florida	
Alachua County, FL (population: 269,043) Hurricane Irma (2017)	Debris type: Vegetative, C&D, and hazardous trees/limbs Monitored the removal of 227,412 CY of vegetative and C&D debris and 32,528 hazardous trees/limbs.
Coral Gables, FL (population: 50,999) Hurricane Irma (2017)	Debris type: Vegetative, C&D, and hazardous trees/limbs Provided debris monitoring for 656,334 CY of vegetative and C&D debris and 17,093 hazardous trees/limbs.
Davie, FL (population: 91,992) Hurricane Irma (2017)	Debris type: Vegetative, C&D, and hazardous trees/limbs Provided debris monitoring for 543,729 CY of vegetative and C&D debris and 4,342 hazardous trees/limbs.
Homestead, FL (population: 70,477) Hurricane Irma (2017)	Debris type: Vegetative, C&D debris Monitored the removal of 264,655 CY of vegetative and C&D debris.
Milton, FL (population: 9,995) Hurricane Sally (2016)	Debris type: Vegetative and hazardous trees/limbs Monitored the removal of 14,067 CY vegetative debris and 234 hazardous trees/limbs.
Nassau County, FL (population: 88,625) Hurricane Irma (2017) Hurricane Matthew (2016)	Debris type: Vegetative, C&D, and hazardous trees/limbs Irma: monitored the removal of a total of 259,169 CY of vegetative and C&D debris, as well as 7,192 hazardous trees/limbs. Matthew: monitored the removal of 86,556 CY of vegetative and C&D debris and 2 hazardous trees/limbs.
North Lauderdale, FL (population: 44,391) Hurricane Irma (2017)	Debris type: Vegetative and hazardous trees/limbs Monitored 117,523CY of vegetative debris and 882 hazardous trees/limbs.

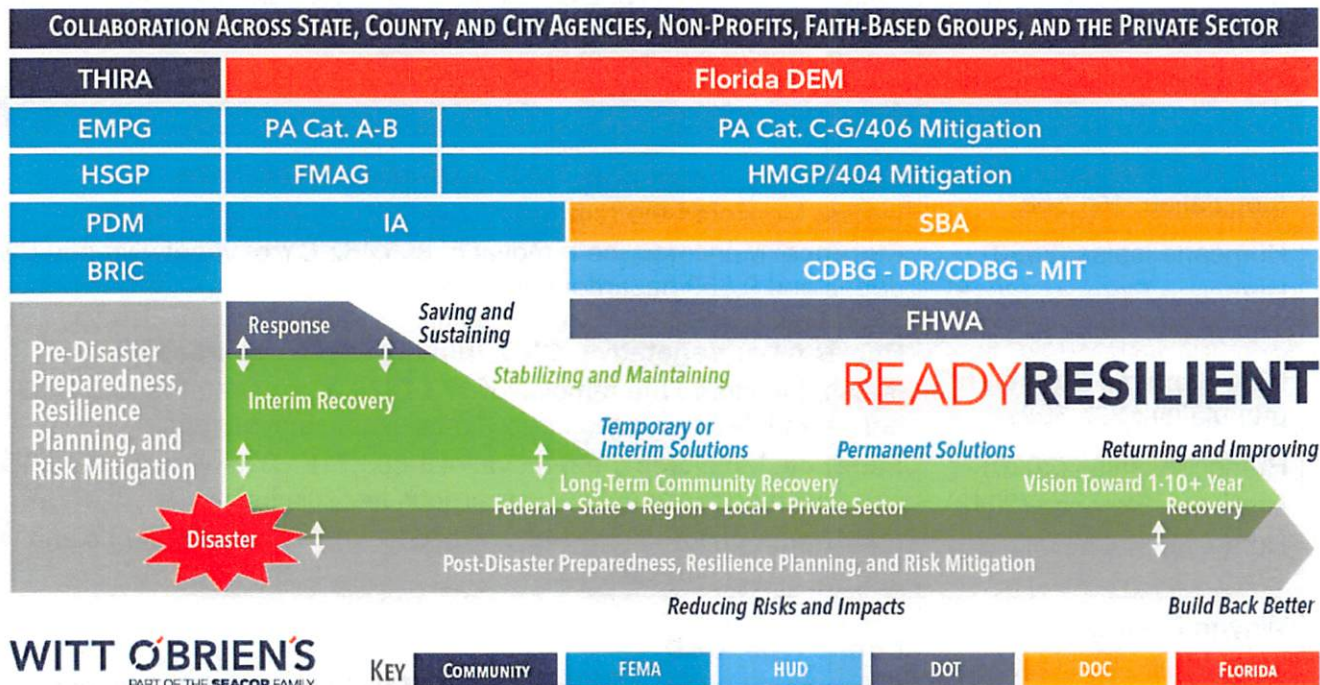
<p>Ocala, FL (population: 60,429) Hurricane Irma (2017)</p>	<p>Debris type: Vegetative and hazardous trees/limbs Monitored the removal of 205,905 CY of vegetative debris and 440 hazardous trees/limbs; included removal from private property and parks.</p>
<p>Plantation, FL (population: 94,288) Hurricane Irma (2017)</p>	<p>Debris type: Vegetative, C&D, and hazardous trees/limbs Monitored the removal of 686,383 CY of vegetative and C&D debris and 14,072 hazardous trees/limbs.</p>
<p>Washington County, FL (population: 24,880) Hurricane Michael (2018)</p>	<p>Debris type: Vegetative, C&D, mulch, hazardous trees/limbs Monitored the removal of 1,478,553 CY of vegetative debris; 24,720 CY of C&D debris; 453,835 CY of mulch; and 54,595 hazardous trees/limbs.</p>
<p>Georgia</p>	
<p>Savannah, GA (population: 145,754) Hurricane Matthew (2016)</p>	<p>Debris type: Vegetative, C&D, waterway, hazardous trees/limbs Monitored the removal of 582,310 CY of vegetative, C&D, and waterway debris, and 27,851 hazardous trees/limbs. Debris removal in historic districts required specialized operations.</p>
<p>Louisiana</p>	
<p>City of New Orleans, LA (population: 383,551) Hurricane Ida (2021) Hurricane Zeta (2020) Tornado (2017)</p>	<p>Debris type: Vegetative, C&D, hazardous trees/limbs, HHW, Solid Waste Ida: Monitored the removal of 220,073 CY of vegetative debris, 74,431 CY of mulch, 61,981 CY of C&D, 16,730 hazardous trees/limbs/limbs, 90 hazardous stumps, and 8,306,665 lbs. of solid waste (trash). Zeta: Monitored the removal of 72,282 CY of vegetative debris, 11,220 CY of C&D, 19,758 CY of mulch and 4,550 hazardous trees/limbs. Tornado: Monitored removal of 57,172 CY of vegetative and C&D debris; 594 pounds of HHW; and 209 hazardous trees/limbs.</p>
<p>Lafourche Parish, LA (population: 96,880) Hurricane Ida (2021) Hurricane Zeta (2020) Hurricane Barry (2019)</p>	<p>Debris type: Vegetative, C&D, hazardous trees/limbs, white goods Ida: Monitored the removal of 454,740 CY of vegetative debris, 724,666 CY of C&D, 274,731 CY of reduced C&D haul-out, 552 CY of recyclable C&D haul-out, 8,546 hazardous trees/limbs/limbs, and 1,915 pieces of white goods. Zeta: Monitored the removal of 67,468 CY vegetative and C&D debris. Vegetative debris was burned in accordance with state regulations. Barry: Monitored the removal of 8,415 CY of vegetative debris from right-of-way (ROW) and state roads; we also monitored the burning of debris as final disposal.</p>
<p>City of Ruston, LA (population: 21,976) Hurricane Laura (2020)</p>	<p>Debris type: Vegetative Monitored the removal of 8,415 CY of vegetative debris from right-of-way (ROW) and state roads; we also monitored the burning of debris as final disposal.</p>

<p>City of Thibodaux, LA (population: 14,173) Hurricane Ida (2021)</p>	<p>Debris type: Vegetative, C&D, and hazardous trees/limbs Monitored the removal of 86,723 CY of vegetative debris, 28,092 CY of mulch, 18,968 CY of C&D, 7,839 CY of reduced C&D haul-out, and 746 hazardous trees/limbs/limbs.</p>
<p>Livingston Parish, LA (population: 140,789) LA Flooding (2016)</p>	<p>Debris type: Vegetative, C&D, white goods, e-waste, hazardous waste, putrescible waste Monitored the removal of 850,019 CY of vegetative and C&D debris, 20,000 white goods, 338,000 lbs. of putrescible waste, 26,000 lbs. of e-waste, and 34,420 lbs. of hazardous waste.</p>
<p>North Carolina</p>	
<p>City of Wilmington, NC (population: 101,358) Hurricane Isaias (2020) Hurricane Florence (2018)</p>	<p>Debris type: Vegetative, C&D, hazardous trees/limbs Isaias: Monitored the removal of 230,066 CY vegetative debris Florence: Monitored the removal of 896,462 CY of vegetative and C&D debris and 9,859 hazardous trees/limbs.</p>
<p>New Hanover County, NC (population: 239,508) Hurricane Isaias (2020) Hurricane Florence (2018) Hurricane Matthew (2016)</p>	<p>Debris type: Vegetative, C&D, mulch, hazardous trees/limbs Isaias: Monitored the removal of 173,787 CY of vegetative and C&D debris and 743 hazardous trees/limbs, limbs, and stumps. Florence: Monitored the removal of 1,603,716 CY of vegetative, C&D, and mulch debris and 7,690 hazardous trees/limbs. Matthew: Monitored removal of 96,461 CY of vegetative debris and 506 hazardous trees/limbs.</p>
<p>Wayne County, NC (population: 123,131) Hurricane Florence (2018) Hurricane Matthew (2016)</p>	<p>Debris type: C&D Florence: Monitored the removal of 97,940 pounds of C&D debris. Matthew: Monitored removal of 379 pounds of C&D debris.</p>
<p>Texas</p>	
<p>Port Arthur, TX (population: 54,766) Hurricane Harvey (2017)</p>	<p>Debris type: C&D, e-waste, and white goods Monitored the removal of 702,201 CY of C&D debris, 47,886 pounds of e-waste, and 5,311 pieces of white goods.</p>
<p>US Virgin Islands</p>	
<p>U.S. Virgin Islands (population 104,266) Hurricanes Irma and Maria (2018)</p>	<p>Debris type: Electrical power grid debris Monitored and documented the collection, reduction, and off-island shipping of storm-damaged electrical debris: 2M linear feet (LF) of conductor wire, 150k LF of wooden power poles, 972 pole-mounted and 24 pad-mounted transformers, 3k streetlights and brackets, 5k guywire and 734 cross-arm and hardware, and 11 reclosers.</p>

2.2 EXPERIENCE COORDINATING WITH FEDERAL, STATE, AND LOCAL AGENCIES

Throughout the recovery process, we make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats. As shown in **Exhibit 4**, we understand and are experienced in managing within the interrelationship of agencies involved in the Federal programs that are important to state and local governments.

Exhibit 4: Interrelationships of Agencies in the Disaster Recovery Lifecycle



During project execution, we will directly engage not only with the Town, but also with FEMA, the Federal Highway Administration (FHWA), Florida Department of Emergency Management (FDEM) and Department of Environmental Protection (FDEP), and other applicable federal, state, or local emergency agencies and designated debris removal contractors to achieve the following objectives: (1) minimize confusion and miscommunication; (2) provide required and requested documentation; (3) explain project status; and (4) solve any problems or issues that may arise.

We have extensive experience collaborating and coordinating with our Federal, state, and local counterparts to share ideas, identify priorities, and solve problems. For example:

- In Port Arthur, Texas, our Debris Monitoring Project Manager assisted the city in coordinating with **Texas Department of Emergency Management (TDEM)** to address citizen complaints regarding the TDEM-selected debris management sites.
- Following Superstorm Sandy, Witt O'Brien's staff, led by current Director of Debris Operations Charles Bryant, worked with the **New Jersey Department of Environmental Protection and the Department of Transportation, FEMA, and the U.S. Army Corps of Engineers (USACE)** to develop a scope of work for side-scan sonar and bathymetric surveys to identify large volumes of debris that had been deposited in Barnegat Bay.

- In Lafourche Parish, as follow-up to a request that debris be picked up from state roads, our Project Manager advised the Parish of the need for a Memorandum of Understanding (MOU) with **the Louisiana Department of Transportation** and supported the Parish in obtaining the MOU.
- For Wilmington, North Carolina, the City wanted to clear debris from the schools that were administered by New Hanover County. Our Project Manager supported the City in coordinating with the **New Hanover County School District** in obtaining the MOU.
- For the **Florida School Board of Broward County (SBBC)**, the nation's largest, fully accredited public school district, Witt O'Brien's coordinated with **FEMA, the State of Florida, the Florida Division of Emergency Management (FDEM), and SBBC staff** to complete interim site inspections, process PWs and requests for reimbursements, close out 177 large PWs, and prepare a districtwide comprehensive debris management plan.
- Following Hurricanes Irma and Maria, Witt O'Brien's assisted the USVI Water and Power Authority (WAPA) in managing an unusual large-scale debris removal operation across several islands to address electrical power grid debris. To address the unique challenges of documenting the collection, stripping of hardware, reduction, and off-island shipping of large volumes of electrical debris, our Operations Manager coordinated with two divisions of the **Virgin Islands Territory Emergency Management Agency (VITEMA)**, two divisions of **WAPA**, two divisions of the **VI Department of Public Works**, the energy company, **Haugland Energy**, its subcontractors, and local **subcontractors** from three islands for both Haugland and Witt O'Brien's.

2.3 EXPERIENCE WITH FEDERAL FUNDING SOURCES AND REIMBURSEMENT

Witt O'Brien's comprehensive emergency management experience is combined with expertise conducting Federal cost reimbursement and FEMA grants management. Since 2001, Witt O'Brien's experts have helped manage and implement **over \$40 billion in grant funding reimbursements** across FEMA public assistance (PA) services, preparing and assisting with the implementation of **80,000+ project worksheets**. We have done this at the Recipient and Subrecipient levels, at the time of FEMA Project Worksheet formulation, and at the phase of a disaster where critical eligibility and FEMA policies are decided. We are currently working through this process for COVID-19 cost recovery for dozens of counties and cities, as well as educational institutions and healthcare facilities. Witt O'Brien's staff and leadership also have extensive work experience with FEMA's hazard mitigation programs, including the Hazard Mitigation Grant Program (HMGP), legacy Pre-Disaster Mitigation (PDM), Building Resilient Infrastructure and Communities (BRIC), and Flood Mitigation Assistance (FMA). Witt O'Brien's has provided expert support for Section 404 and 406 hazard mitigation funding following the most significant disasters since 2001.



With each project we undertake at Witt O'Brien's, our mission is to build community resilience through emergency preparedness, mitigation programs, and response and recovery support. A significant benefit that Witt O'Brien's brings to our clients is that our people know the Federal grant system and we have the processes and tools to maximize compliance and obtain both quality and efficiencies in accessing, monitoring, and maintaining federal funding. Our expertise stems from three distinct areas:

- Understanding the intricacies of the laws, regulations, policies, timelines, requirements, processes, and systems that govern eligibility and reporting for FEMA and other federal and state agencies.
- Applying that expertise to identify available options to facilitate decision-making and maximize potential funding.
- Executing multiple, concurrent grants management processes in an accurate and timely manner to realize that funding potential.

We have a strong team of disaster management specialists with superior working knowledge of eligibility guidelines for Federal, State, and local ordinances, statutes, laws, and regulations —as a matter of fact, some of our experts helped write them. Witt O'Brien's is adept at applying the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and related authorities including 44CFR, 2CFR, FEMA FP 104-009-2 PA Program and Policy Guide, Sandy Recovery and Improvement Act, and the Disaster Recovery Reform Act of 2018 (DRRA). **Exhibit 5** presents select examples of our federal grant program cost recovery successes.

Exhibit 5: Select Examples of Witt O'Brien's Federal Cost Recovery Experience

Client	Funds/Grants Managed and Reimbursed
State of Louisiana	\$14 billion in PA and \$2 billion in HMA Funding
State of Florida	\$4 billion in PA and HMA Funding
State of Iowa	\$1.2 billion in PA and HMA Funding
State of New Jersey	\$1 billion in FEMA Funding
The University of Texas Medical Branch	\$800 million in PA and HMA Funding
City of Galveston, Texas	\$300 million in PA and HMA Funding
Iowa and Indiana	\$1.5 billion in PA and HMA funds.
USVI Territory	\$8 billion in FEMA PA and HUD CDBG-DR Funding
City of Houston, Texas	\$200 million in PA and HMA Funding
Texas A&M System	\$10 million in PA Funding
Hillsborough County	\$19.4 million in PA funding
City of Coral Gables	\$13.9 million in PA funding
City of Orlando	\$11.7 million in PA funding
Indian River County	\$10.0 million in PA funding

In addition, we have successfully ramped up to support the needs of more than 100 state and local governments (including school districts, universities, healthcare systems and hospitals) across the country, providing advisory services, technical assistance, and pro bono webinars on cost recovery associated with the COVID-19 pandemic disaster. We are currently advising on more than \$10 billion of COVID-19 related funding.

2.4 EXPERIENCE WITH SPECIAL DISASTER RECOVERY SERVICES

Debris removal from improved public property and public rights-of-way (ROW) is eligible for FEMA reimbursement. Disaster debris typically includes vegetative (e.g., trees/limbs, limbs, shrubs) and construction and demolition (C&D) debris. However, some debris types or situations may require special handling and/or documentation. Examples of these circumstances include:

- **Hazardous trees/limbs, hanging limbs, and stumps** – Eligible vegetative debris may include tree limbs, branches, stumps, or trees/limbs that are still in place, but damaged to the extent they pose an immediate threat. FEMA has specific eligibility criteria and documentation requirements for funding these items.
- **Household hazardous waste (HHW) and putrescent debris (e.g., animal carcasses, food waste)** – Removal and disposal of hazardous materials requires separation from other debris and specialized procedures for handling and disposal.
- **Private property** – Private property debris removal (PPDR) requires obtaining a right of entry (ROE) and validation and documentation (e.g., that the removal is in the public interest) to be eligible for removal cost reimbursement from FEMA.
- **Waterways** – Removal and disposal of disaster-generated debris, wreckage, and sunken vessels from the coastal zone or inland zone, non-Federally maintained navigable waterways, and wetlands requires a determination of eligibility by FEMA that it is necessary to eliminate the immediate threat to life, public health and safety, or improved property.
- **Privately owned vehicles and vessels** – Removal of abandoned vehicles and vessels on public property that block access to a public area are eligible for removal provided that regulatory and documentation requirements are met.
- **Demolition/Hazardous Materials** – Demolition of buildings and structures may involve handling of hazardous waste or environmentally sensitive materials; in particular, **asbestos** requires specialized removal, handling, and disposal personnel and permits.
- **Environmental and historic preservation (EHP)** – Debris removal operations may occur on or near archeological sites and historic buildings or in sensitive areas such as wetlands, floodplains, and critical habitats, requiring an EHP review to ensure compliance with applicable regulations.

Our Project Principal, Charles Bryant, is an authority on PPDR and waterway debris removal. He developed for GOSHEP the PPDR guidelines that were subsequently adopted by FEMA. For the State of New Jersey, he developed the operational methodology for waterway debris removal.

As described in **Exhibit 6** below, Witt O'Brien's brings experience in extraordinary debris challenges and will provide the Town with expert consulting on addressing these situations.

Exhibit 6: Projects Requiring Experience with Special or Hazardous Debris

Event and Client	Project Description
<p>Hurricane Ida (2021) New Orleans, LA Lafourche Parish, LA SE LA Flood Protection Authority (SE-LA FPA)</p>	<p>Witt O'Brien's has been conducting debris monitoring across five different areas in Louisiana following Hurricane Ida. For the City of New Orleans, we monitored the removal of 356,485 CY of debris (vegetative, C&D, mulch) and 16,810 hazardous trees/limbs/limbs/stumps. Because the City also needed to use its hauling contractor for solid waste removal, we also monitored the removal of 8,306,665 pounds of solid waste.</p> <p>In Lafourche Parish, we monitored the removal of 1,454,689 CY of debris (vegetative, C&D, haul-out), 8,546 hazardous trees/limbs/limbs, and 1,915 pieces of white goods (e.g., refrigerators full of putrescible waste).</p> <p>For the SE-LA FPA, we monitored the removal of 41,638 CY of vegetative and C&D debris and 517 hazardous trees/limbs/limbs. Our team also managed the removal of 82 creosote pilings/timber, 49 tires, and 3 boats from levees; this debris was deposited by high water during the storm.</p>
<p>Hurricane Florence (2018) Morehead City, NC</p>	<p>In January 2020 (following a lengthy approval process from FEMA), Witt O'Brien's successfully managed a specialized debris removal operation in Morehead City, NC as a result of Hurricane Florence in 2018. We monitored the removal, reduction, and final disposal of 57 hazardous limbs, 22 hazardous trees/limbs, and 4 hazardous stumps from two historical cemeteries. Witt O'Brien's worked closely with an archaeological monitoring firm to ensure that the hauling contractor removed all hazards safely without disturbing/damaging the historical gravesites.</p>
<p>Hurricane Michael (2018) Washington County, FL</p>	<p>Following Hurricane Michael, Witt O'Brien's monitored the removal of 1,478,553 CY of vegetative debris, 24,720 CY of C&D debris, 453,835 CY of mulch and 35,987 hazardous limbs, 10,274 hazardous trees/limbs and 109 hazardous stumps in Washington County, FL.</p>
<p>Hurricanes Irma and Maria (2017) U.S. Virgin Islands (USVI)</p>	<p>Witt O'Brien's monitored comprehensive clean-up of storm-damaged electrical debris across the entire Territory. We ensured that transformers were safely transported off-island and monitored and documented collection, stripping of hardware, and reduction of 2 million linear feet (LF) of conductor wire; 150,000 LF of wooden power poles; 972 pole-mounted & 24 pad-mounted transformers; 3,000 streetlights and brackets; 5,000 guywire and 734 cross-arm and hardware; 11 reclosers.</p> <p>After completion of the work above, we also mobilized 40 trained personnel to conduct a survey documenting hazardous trees/limbs, limbs, and stumps. Across the Islands we documented over 11,000 hazardous trees/limbs, limbs, and stumps.</p>
<p>Hurricane Harvey (2017) Multiple clients, TX</p>	<p>Witt O'Brien's engaged in debris monitoring and management of multiple client operations in Texas, including Port Arthur. Total amounts were more than 750,000 CY of vegetative and C&D debris; 65,000 lbs. of HHW and e-waste; and more than 5000 pieces of white goods.</p>
<p>Hurricane Irma (2017)</p>	<p>Witt O'Brien's fully engaged in debris monitoring management in more than 30 client operations in Florida and Georgia because of Hurricane Irma that impacted the area in early September 2017. Total debris</p>

Exhibit 6: Projects Requiring Experience with Special or Hazardous Debris

Event and Client	Project Description
<p>Plantation, FL and other jurisdictions in FL and GA</p>	<p>amounts monitored included more than 6 million CY of vegetative/C&D debris and more than 225,000 hazardous trees/limbs and limbs. In Plantation alone, our team monitored the removal of 686,383 CY of vegetative and C&D debris and 14,072 hazardous trees/limbs. In addition, the team oversaw approximately 300 hauler crew hours to complete the removal of 62 loads of additional vegetative debris from waterways (canals).</p>
<p>Hurricane Matthew (2016) Savannah, GA</p>	<p>Witt O'Brien's monitored the removal of nearly 450,000 CY of hazardous debris including 50,000 CY of waterway debris. Our staff also recorded, via photos and GPS coordinates, the removal of 1,232 hazardous trees/limbs, 26,230 hazardous limbs, and 338 hazardous stumps and provided the City with expert data management and documentation services to support their FEMA cost reimbursement claims. Due to the historic nature of the City, we assisted with coordination of EHP monitoring and archeological evaluation of debris operations for fallen trees/limbs and limbs in many historic City parks and cemeteries, as well as golf courses and green spaces.</p> <p>We also worked with FEMA to approve a scope of work for a waterway debris removal operation simultaneously with our ROW debris removal operation. We managed the removal of more than 40,000 CY of debris from city-maintained canals, ditches, and retention ponds.</p>
<p>Severe Flood (2016) Livingston Parish, LA</p>	<p>Witt O'Brien's monitored debris removal for 810,000 CY of C&D debris; 20,000 pieces of white goods; 338,000 lb. of putrescible waste; 26,000 lbs. of e-waste; 34,420 lbs. of hazardous waste resulting from water-damaged homes after flooding in South-eastern Louisiana.</p> <p>In addition, we performed a ROE project under a 180-day extension to assist Parish residents in returning home. We collected and processed more than 2,000 ROE / Hold Harmless Agreements for a Right of Entry program that expanded the eligible ROW due to the devastating nature of the flooding. We worked with the State of Louisiana and FEMA to develop a scope for an "Expanded Right of way" that granted us an additional 10 feet beyond the ROW to collect flood related debris.</p>
<p>Hurricane Isaac (2012) Multiple clients, LA</p>	<p>For seven local governments in Louisiana (including Livingston Parish and St. Bernard Parish), Witt O'Brien's monitored the removal of more than 250,000 CY of debris, which also included hazardous trees/limbs, white goods, and e-waste. In St. Bernard Parish, our crews monitored and managed PPDR programs involving 400 ROE/Hold Harmless agreements with residents. For Livingston Parish, we obtained approval for a waterway debris removal project where 96 miles of navigable rivers were cleared of 8,500 CY of vegetative debris and 9 vessels.</p>
<p>Superstorm Sandy (2012) Multiple clients, NJ</p>	<p>Debris removal in several cities involved e-waste, material recycling, roll-off container monitoring, sand removal, beach restoration, clearing of drainage systems and basins, and waterway debris removal from Barnegat Bay, which including sophisticated tasks to establish eligibility for large volumes of debris deposited by the storm.</p>

Exhibit 6: Projects Requiring Experience with Special or Hazardous Debris

Event and Client	Project Description
Winter Storm (2011) Multiple clients, MA	In a multi-site (20 counties/towns) response effort in rural Western Massachusetts, Witt O'Brien's managed and monitored the removal of a total of 1.7 million CY of debris, handled nearly 42,000 load tickets, and oversaw the removal of more than 100,00 hazardous limbs and trees/limbs .
Ice Storm (2009) Little Rock, AR	Witt O'Brien's monitored the removal of more than 87,000 leaning trees/limbs and hazardous limbs in Arkansas after ice storms in 2009.
Multiple Hurricanes (2005) Florida Waterways	During the active hurricane season of 2005, Witt O'Brien's staff monitored the removal of 500 derelict vessels in Florida from several county waterways. Additionally, we monitored more than 40,000 derelict lobster pots removed from coastal waters that posed a hazard to navigation.

In addition, we bring experience in the other areas identified in the RFP (data management, hauler invoice reconciliation, and FEMA appeals assistance), as follows:

- **Data Management.** To manage data related to debris removal and monitoring costs, we use our automated data management system (ADMS), **DebrisPro™**, a securely hosted, multi-device supported, web-enabled system that allows for the electronic tracking and collection of data in the field to ensure thorough documentation for all cost recovery activities. Witt O'Brien's has been using **DebrisPro™** since 2010 and we have successfully managed more than 100 debris projects throughout the country.
- **Hauler Invoice Reconciliation.** Throughout operations, the Witt O'Brien's team has successfully used our ADMS, **DebrisPro™** to inspect and audit contractor invoices and back-up documentation to ensure that the information reconciles with our own database information of debris quantities and project costs.
- **FEMA Appeals Assistance.** Our personnel are specially trained to ensure that all documentation is organized to justify project expenditures per the approved scope of work, and to do so in a format that meets FEMA and State requirements. Particularly during closeout and auditing, we collaborate closely with clients on funding reconciliation and finalizing documentation for inspection. If appeals to decisions are necessary, we will also assist in drafting the appeals using a team approach to leverage the broadest set of expertise possible. Witt O'Brien's has experience supporting appeals for disaster debris operations projects. Following Hurricane Wilma, we prepared two debris appeals for the City of Coral Springs in Florida, as part of our FEMA PA support (we were not the debris monitoring contractor). For the first project, more than \$3M of \$16M in reimbursement was rejected due to unsupported/duplicated charges, unreasonable time and materials costs, and ineligible work. We were able to assist the City in recovering nearly the entire amount. On a second project, \$235k of \$338k was rejected based on ineligibility of standing trees/limbs that were removed because of health and safety hazards. We were able to assist the City with recovering more than \$200k by preparing a detailed narrative and time line of events, preparing affidavits from staff that worked on the project overseeing the vendor, and providing research about the type of trees/limbs removed showing the complexity of the rootball structure.

3. SAFETY RECORD

On the following pages, we provide our safety records for the past five years (2017 – 2021), which demonstrate that we have not had any safety violations, assessments or citations issued by applicable governmental agencies.

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees (former employees, and their representatives) have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0

Injury and Illness Types

Total number of...	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form


Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Wit O'Brien's LLC
 Street 1201 15th Street NW, Suite 600
 City Washington State DC Zip 20005
 Industry description (e.g., Manufacture of motor truck trailers)
Professional Services - Emergency Preparedness & Response
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
8 7 4 2
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 20
 Total hours worked by all employees last year 39,278

Sign here 
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Greg Fenton COO
 Company executive Title
404-942-7750 Phone
1/19/18 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees former employees and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.33; in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
2	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	1	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3364, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Wit O'Brien's

Street 1201 15th Street NW, Suite 600

City Washington State DC Zip 20005

Industry description (e.g. Manufacture of motor truck trailers)
Professional Services - Emergency Preparedness & Response

Standard Industrial Classification (SIC), if known (e.g. SIC 3716)
8 7 4 2

OR North American Industrial Classification (NAICS), if known (e.g. 336212)

Employment Information

Annual average number of employees 289

Total hours worked by all employees last year 654,533

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Greg Ficker
Company executive

404-942-7750
Phone

31 Jan 19
COO Title Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	0
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Witt O'Brien's, LLC

Street 818 Town and Country Blvd, Suite 200

City Houston State TX Zip 77024

Industry description (e.g., Manufacture of motor truck trailers)
Management Consulting Services

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
8 7 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 280

Total hours worked by all employees last year 584278

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Greg Fenton
Company executive

404-942-7750
Phone

COO
Title

Date
01/06/2020

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>0</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

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Establishment information

Your establishment name Witt O'Brien's LLC

Street 818 Town & Country Blvd Suite 200

City Houston State TX Zip 77024

Industry description (e.g., Manufacture of motor truck trailers)
Management Consulting Services

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
8 7 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 280

Total hours worked by all employees last year 584,375

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Greg Fenton
Company executive

COO
Title

4040 942 7750
Phone

1/8/2021
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>0</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Witt O'Brien's LLC

Street 818 Town & Country Blvd Suite 200

City Houston State TX Zip 77024

Industry description (e.g., Manufacture of motor truck trailers)
Management Consulting Services

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
8 7 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 590

Total hours worked by all employees last year 1,206,361

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Greg Fenton
Company executive

Sr. Managing Director
Title

404 942 7750
Phone

1/8/2022
Date

4. PROPOSER QUALIFICATIONS

4.1 SERVICE AND INCORPORATION

Witt O'Brien's has a long history with and an established presence in Florida. Witt's O'Brien's, LLC, was formed in 2009 in a merger between Witt Associates (formed in 2001) and O'Brien's Response Management (in 1983). Through these legacy organizations, our team has been supporting recovery operations for jurisdictions throughout Florida since the hurricanes of 2004 (Frances, Jeanne, Charley, and Ivan), assisting local governments in recouping debris removal and monitoring costs and providing debris management consultation and training. As part of that effort, our debris specialists also validated and monitored the removal of marine, canal, and waterborne debris, including almost 500 derelict vessels, in Monroe, Miami-Dade, and Broward Counties.

Over this time, we have built trusted relationships with regional stakeholders and other capable partners and providers that can, if needed, bring a wealth of additional disaster recovery capability to our Florida clients. Furthermore, Witt O'Brien's, LLC's parent company, SEACOR Holdings Inc., is headquartered in Fort Lauderdale, where we maintain a local office.

4.2 LICENSES

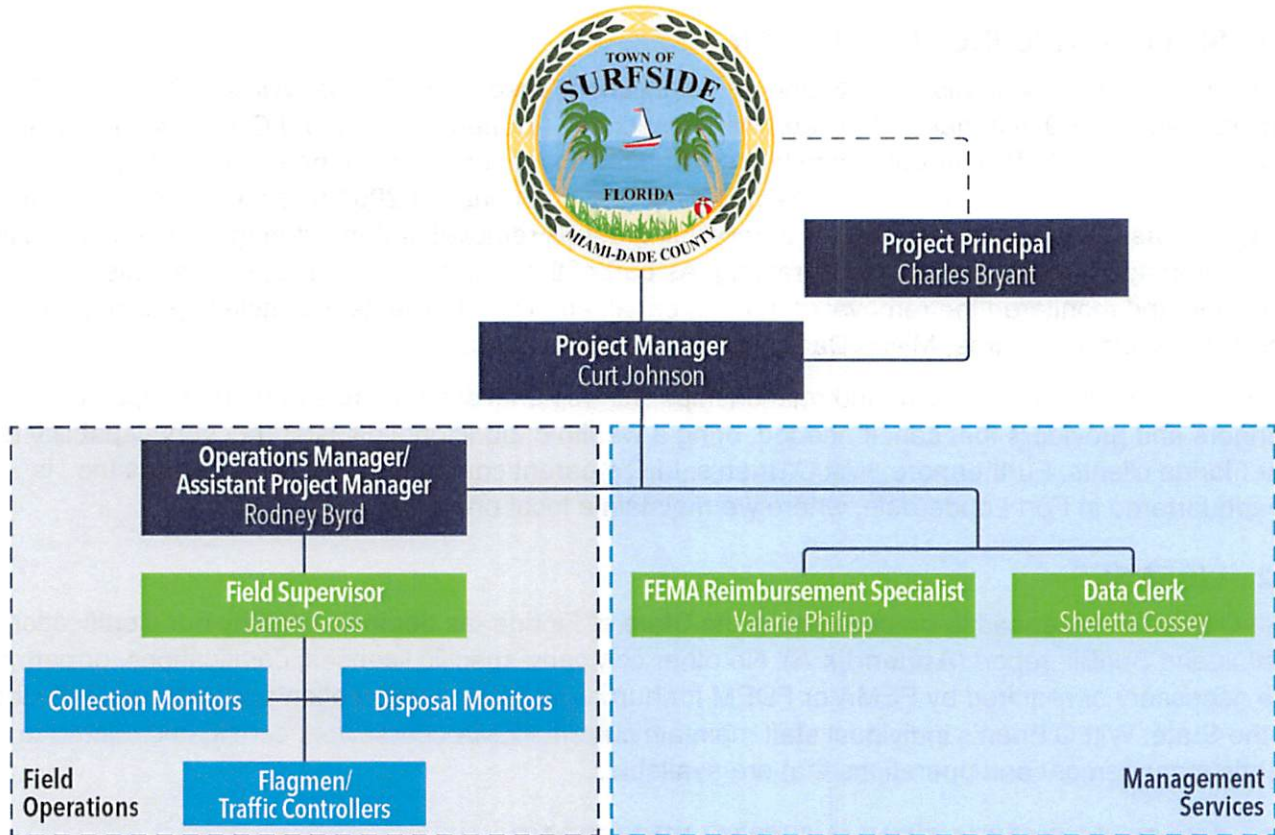
Witt O'Brien's is licensed to do business in the State of Florida, as demonstrated by our Certification of Status and SunBiz report (**Appendix A**). No other company-specific licenses, certifications, or permits are necessary or required by FEMA or FDEM for hurricane / storm preparation and recovery services in the State. Witt O'Brien's individual staff maintain current FEMA coursework certificates related to debris management and operations that are available.

4.3 STAFF ORGANIZATION AND QUALIFICATIONS

Witt O'Brien's is pleased to provide a highly experienced team of debris specialists to the Town. **Exhibit 7** presents our proposed organization chart. Our management team consists of the following:

- **Charles Bryant**, a nationally recognized debris management expert who leads Witt O'Brien's Debris Management Division, will serve as **Project Principal**. He will be responsible for oversight of the project management team, customer service, and contract compliance for the debris monitoring operations for the Town. Charles is widely recognized as an expert on private property debris removal (PPDR) and waterway debris.
- **Curt Johnson**, our **Project Manager (PM)**, who brings more than 15 years of professional experience, will serve as the Town's primary, day-to-day point of contact. He will be responsible for ensuring all work is being performed safely and in accordance with regulatory requirements, monitoring and tracking the overall costs associated with all aspects of the project, and working with the hauling contractor to make sure that debris removal efforts are accomplished in a timely and cost-effective manner, to reduce the financial burden to the Town.
- **Rodney Byrd** will serve as the team's **Emergency Operations Manager**. He will be responsible for managing and coordinating all field operations, including overseeing, and training all monitors and supervisory staff, assigning monitoring crews to work locations, coordinating schedules and assignments with the Debris Removal Contractors, and ensuring that all documentation is complete and correct.

Exhibit 7: Witt O'Brien's Organization Structure



NOTE: As part of his Project Manager duties, Curt Johnson will also carry out the responsibilities of the Damage/Debris Assessment Specialist. Similarly, our Field Supervisor, James Gross, will also serve as the Truck Certifier and Staff Scheduler / Truck Dispatcher.

This management team will be supported by a highly experienced team of debris monitoring and management professionals that bring the necessary credentials, skills, and qualifications to this engagement. **Exhibit 8** provides short bios, while full resumes presented in **Appendix B**.

Exhibit 8: Qualifications of our Key Personnel


CHARLES BRYANT	PROJECT PRINCIPAL
 <p>Charles has 40 years of experience in emergency response and emergency management services, with 15 years focused specifically in debris management. He has led debris management operations in states, cities, counties, and municipalities, and served as a debris technical advisor providing technical assistance for development of FEMA project worksheets for Category A debris removal projects. Charles is one of only two preeminent instructors of debris management at FEMA's national training center, EMI. During Hurricanes Rita and Katrina, Charles served under contract as the Louisiana Deputy Director for Debris Operations, with the responsibility for overall coordination of debris operations for the state. In this capacity, he wrote the state's policy for PPDR, which was later adopted and used by FEMA. He also served 25 years as a first responder with the City of Sulphur, Louisiana, Fire Department, and was the Fire Chief and emergency manager for 18 of those years.</p>	

Exhibit 8: Qualifications of our Key Personnel

Education, Training, Certifications, and Licenses:

Louisiana State University, Eunice Associate Fire Science Degree Programs; Certified FEMA EMI Instructor: NIMS Advanced ICS Curricula Train the Trainer E449; E202 National Debris Management Planning; Trainer: EMI National Debris Management. FEMA Pilot Program Train the Trainer; FEMA Intro to Emergency Management; FEMA Liability Issues in Emergency Management; National Fire Academy Fire Service, Financial Management & Planning

CURT JOHNSON

PROJECT MANAGER

Curt has more than 15 years of professional experience, including nearly 10 years supporting and managing debris removal monitoring projects in response to major disasters. Curt has served as project manager or operations manager for debris removal monitoring projects following Hurricanes Ida, Isaias, Florence, Matthew, Irma, Maria, Hermine, Isaac, and Sandy, including: New Hanover County, NC (1.7 million CY); Livingston Parish, LA (850,000 CY); and Edgewater and Ponce Inlet, FL (275,000 CY). To date, he has overseen the removal, management, and reduction of over 9 million CY of various types of debris, including vegetative, C&D, hazardous trees/limbs, and white goods. Curt is experienced in Private Property Debris Removal (PPDR) and the process of obtaining Rights of Entry (ROEs). He has also managed debris removal operations in sites requiring coordination and compliance with environmental and historical preservation requirements.



Education, Training, Certifications, & Licenses:

FEMA: IS-100.c, IS-101.c, IS-102.c, IS-200.c, IS-230.d, IS-235.c, IS-632.a, IS-700.b, IS-800.c; Certified Hazard Analysis and Critical Control Points (HACCP) Manager

RODNEY BYRD

OPERATIONS MANAGER / ASSISTANT PROJECT MANAGER

Rodney brings more than 20 years of senior management experience, including 5 years in management of disaster recovery and debris monitoring. He has an advanced working knowledge of FEMA PA eligibility guidelines and experience working with state and Federal agencies to ensure all documentation requirements are met for reimbursement. He has engaged in management of the successful removal of millions of CY of storm-related debris, including vegetative and C&D debris, hazardous trees/limbs, household hazardous waste, white goods, and e-waste. He is experienced in debris removal not only from public ROW but also private property (which required obtaining ROEs), private roads, commercial property, and state roads. He has managed debris monitoring operations following Hurricanes Ida, Zeta, Laura, Harvey, Irma, Maria, Florence, and Barry for 10 different local governments. In 2021, Rodney was responsible for the successful execution of five debris monitoring contracts simultaneously following Hurricane Ida.



Education, Training, Certifications, and Licenses:

IS-632.a; IS-633; IS-100.c; IS-200; IS-200.b; IS-700.b; IS-800.c; IS-300; IS-400; OSHA 24-Hour HAZWOPER

JAMES "JIMMY" GROSS

FIELD SUPERVISOR

Jimmy has five years of experience in field operations of debris removal monitoring in response to major disasters. He has been a Project Manager, Operations Manager, Field Supervisor, DMS Supervisor, and Field Monitor for debris monitoring projects following Hurricanes Matthew, Irma, Maria, Florence, and Ida.



To date, he has supported projects totaling nearly 2 million cubic yards (CY) of various types of debris. Following Hurricane Ida, in 2021, Jimmy served as the Project Manager and Operations Manager for debris monitoring operations in the Greater Lafourche Port Commission and City of Thibodaux (Louisiana), overseeing removal of nearly 200k CY of debris and 750 hazardous trees/limbs/limbs. Jimmy was also the Operations Manager for Witt O'Brien's debris removal operations in New Hanover County (NC) after Hurricane Florence, responsible for monitoring removal of 1.6 million CY of vegetative and C&D debris and nearly 8,000 hazardous trees/limbs/limbs.

Education, Training, Certifications, & Licenses:

Wyotech Technical School; Daytona State College; FEMA IS-632.a, IS-633, IS-100, IS-120, IS-200, IS-240, IS-700, IS-800; Structural Welding Certified, Heavy Equipment Operator

VALARIE PHILIPP

FEMA REIMBURSEMENT SPECIALIST



Valarie is a registered Professional Engineer in the States of Georgia and Florida with more than 20 years of experience in emergency management and related fields assisting state, county, and municipal governments with disaster preparedness, response, and recovery. Valarie is a FEMA debris and grants management subject matter expert. She oversees appeals resolution, procurement compliance, and FEMA disaster closeouts. Most recently, she has been responsible for the management and oversight of 15 FEMA Grants Management projects and 10 disaster debris monitoring projects resulting from Hurricanes Irma and Michael that impacted Florida in 2017 and 2018. Prior to joining Wit O'Brien's, Valarie served as a FEMA Technical Assistance Contractor (TAC) where she conducted damage assessments, prepared cost estimates, developed Project Worksheets, managed building assessment teams, and served as the Deputy Public Assistance Coordinator (PAC) for debris operations for Hurricane Katrina in South Florida.

Education, Training, Certifications, & Licenses:

University of Florida, MSCE, Structural Engineering; University of Florida, B.S., Civil Engineering; Registered Professional Engineer (PE). FEMA EMI Training: FEMA IS-008, FEMA IS-056, FEMA IS-100, FEMA IS-156, FEMA IS-200, FEMA IS-253, FEMA IS-279, FEMA IS-300, FEMA IS-318, FEMA IS-340, FEMA IS-386, FEMA IS-393, FEMA IS-400, FEMA IS-403, FEMA IS-547, FEMA IS-613, FEMA IS-631, FEMA IS-632, FEMA IS-700, FEMA IS-800, FEMA IS-801, FEMA IS-803. FEMA Classroom Training: Operations I, Cost Estimating Format, G-202 Debris Management

SHELETTA COSSEY

DATA CLERK



Sheletta has 10 years of professional experience, including 5 years of experience with debris monitoring, data management, and data administration. Sheletta began her response/recovery services career as a field monitor after Hurricane Matthew; she has now served as a Data Manager for multiple large-scale, concurrent debris monitoring projects, which have required her to oversee as many as 3,000 load tickets and 20,000 CY daily. Sheletta is trained as a debris specialist and is knowledgeable in data and financial reconciliation. She manages the electronic ticketing process from its inception through project closeout. Sheletta is also experienced at providing statistical data and operational coordination, preparation, and organization.

Education, Training, Certifications, and Licenses:

Allied American University, B.S., Business Administration. Training: FEMA IS-1000, IS-1101, IS-1002, IS-100 IS-200, IS-230, IS-235, IS-318, IS-632.a, IS-633, IS-650, IS-700, IS-800, 24-Hour HAZWOPER

4.4 PARTICIPATION OF SMALL, MINORITY, AND WOMEN-OWNED BUSINESSES

Witt O'Brien's routinely makes every effort to identify and utilize qualified disadvantaged, minority, women-owned and/or small business suppliers of goods and services from around the area if activated to provide the requested services. In particular, Witt O'Brien's has standing relationships with several disadvantaged / minority / women-owned firms across the nation for staffing augmentation purposes.

During the 2020 hurricane season, Witt O'Brien's was activated to provide debris monitoring for our long-standing client, the City of New Orleans. Through our arrangement with our DBE contractor, **we exceeded our goal of 35% DBE utilization.**

If needed to meet staffing needs for this effort, we will engage with Alpha 1 Staffing, LLC, a Florida-based, M/WBE certified small business, to bring on the workforce from within Surfside and surrounding area during active debris operations. We have partnered with Alpha 1 on several large monitoring efforts since 2018.

5. INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019 CN102369057-STND-STND-21-22	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED Witt O'Brien's LLC O'Brien's Response Management, LLC 1201 15th Street NW, Suite 600 Washington, DC 20006	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B : Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER C : New York Marine & General Ins.</td> <td>18608</td> </tr> <tr> <td>INSURER D : Stratford Ins Company</td> <td>40436</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A : Starr Indemnity & Liability Company	38318	INSURER B : Liberty Mutual Insurance Company	23043	INSURER C : New York Marine & General Ins.	18608	INSURER D : Stratford Ins Company	40436	INSURER E :		INSURER F :	
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INSURER D : Stratford Ins Company	40436														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** HOU-003672905-14 **REVISION NUMBER:** 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		MASILHS00105721	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		1000196884211 (FL, TX, LA, CA)	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		3HABMSBH004 (50% Participation)	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 5,000,000
C			ML2021MEE00360 (25% Participation)	06/01/2021	06/01/2022	AGGREGATE \$ 5,000,000
D	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		VMX8001015 (25% Participation)	06/01/2021	06/01/2022	\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A <input type="checkbox"/> N/A	1000003889	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Subject always to policy terms, conditions and exclusions. Certificate Holder is named as Additional Insured with respects to the General Liability, Auto Liability and Excess Liability Policies but only to the extent of risks and liabilities assumed by the Insured in a signed written contract. Subject always to policy terms, conditions and exclusions, General Liability will be Primary and Non-Contributing when required by written contract. Waiver of subrogation is in favor of the certificate holder respects General Liability, Auto Liability and Workers' Compensation policies when required by written contract subject to the policies terms and conditions and as permitted by law. Workers Compensation policy evidenced hereon includes Maritime Employers' Liability.

CERTIFICATE HOLDER Witt O'Brien's LLC 1501 M Street NW Washington, DC 20006	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: CN102369057

LOC #: Houston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Witt O'Brien's LLC O'Brien's Response Management, LLC 1201 15th Street NW, Suite 600 Washington, DC 20005	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

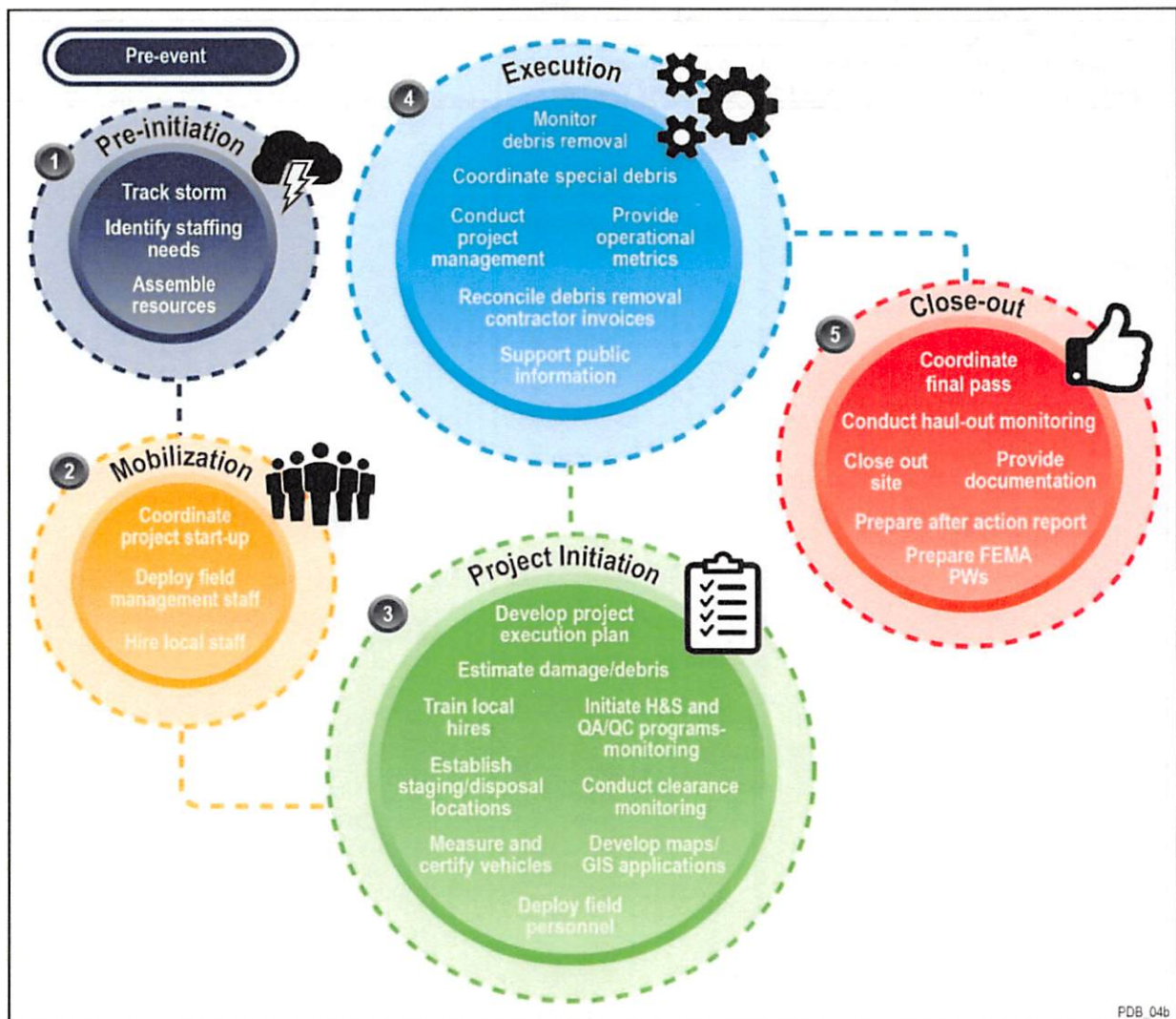
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cyber Liability:
Carrier: Liberty Syndicate 2623/623
Policy Number: W25A4D210301
Effective Date: 07/01/2021 - Expiration Date: 07/01/2022
Limit: \$2,000,000

6. ADDITIONAL INFORMATION: TECHNICAL APPROACH

In this section, we present our overall, phased approach to debris monitoring projects to demonstrate our understanding of and our capabilities and experience in executing all tasks in the RFP Scope of Services. Our approach, as presented in **Exhibit 9**, consists of a series of sequential yet interdependent phases: (1) Pre-initiation, (2) Mobilization, (3) Initiation, (4) Execution, and (5) Close-out.

Exhibit 9: Witt O'Brien's Phased Approach to Debris Monitoring Management



The sections below describe our approach to debris monitoring services from contract award to close-out of a specific event.

A cornerstone of our approach is the use of our proprietary Automated Debris Management System (ADMS), **DebrisPro™** a securely hosted, multi-device supported, web-enabled system that allows for the electronic tracking and collection of data in the field to ensure thorough documentation for all cost recovery activities. **DebrisPro™** was developed in line with the US Army Corps of Engineers (USACE) technical specifications and FEMA documentation requirements, and it meets or exceeds all the

detailed specifications found in the USACE electronic debris management system requirements. It integrates the best of the technology, tools, server infrastructure, hand-held devices, and a web portal to simplify the basic tasks of managing debris monitoring and removal, contracts management, and office operations.

DebrisPro™ effectively captures, tracks, and documents disaster debris data from field operations and then synchronizes the information to the central server. This then allows our leadership to view reports, charts, and summaries relevant to their level of authority through a web portal. Witt O'Brien's has been using **DebrisPro™** since 2010 to manage more than 100 debris projects throughout the country.

Features of DebrisPro™



- ✓ Automated ticket collection, scanning, tracking, invoicing, and reporting
- ✓ Cross-checking original ticket information against contractor invoice data
- ✓ Comparison strategies like percentage monitoring cost and graphical representation of data
- ✓ Capture and display of real time information from the site of origination
- ✓ Financial tools to identify missing contracts or rate lists
- ✓ Electronic ticket generation at each location
- ✓ Categorized and organized debris documentation with secure storage
- ✓ Tracking of debris operations using GIS and other mapping technologies
- ✓ On-site ticket scanning via 2D bar code technology via hand-held devices
- ✓ Simplified data entry flows to guide operation of technology for debris collection activities
- ✓ Generation of daily rosters to identify monitoring costs
- ✓ Audit and reconciliation of hauler invoices

The sections below describe our full life cycle approach to debris monitoring services from contract award to close-out of a specific event. As such, it provides details on our complete set of services to demonstrate our experience and capabilities.

6.1 PRE-INITIATION



The pre-initiation activities fall into two types: (1) non-event specific activities, which include contract execution following award and any related ongoing planning, training, and administrative processes; and (2) event-driven activities, including tracking an anticipated disaster (e.g., pending hurricane) and beginning preparations or responding to an unpredicted event.

Non-Event Specific Activities

Pre-event debris management planning services and activities are crucial in solidifying relationships with client staff who are involved in event-driven emergency response functions, including debris monitoring. It is also imperative to understand the client's expectations. For example, our Team's Project Manager typically holds a yearly meeting with the client and the hauler prior to hurricane season to discuss questions the client may have in the event of an activation. The team will then coordinate with client staff year-round to ensure open and effective lines of communication and to identify desired services. Other support might include the following activities:

- Meet with clients to review/revise debris management plan and ensure compliance.
- Prepare for activation progress tracking by obtaining data such as lists of city streets, GIS zone shape files, and hauling contractor scope of work and line-item rates.
- Identify staging or disposal locations (e.g., Debris Management Sites or DMS locations) and ensure that proper documentation is in place.
- Train client staff on the monitoring process, with a focus on eligibility criteria and documentation requirements to help them understand how they receive funding.

Event-Driven Activities

As part of pre-initiation, our Project Manager and his team continually track potential weather events that may impact our clients. If it appears that a client area will be impacted by an approaching storm, our Project Manager will coordinate with the debris hauling contractor to develop an estimate of debris quantities and the resulting staffing needs for both the hauler and the monitoring firm. He will also initiate the processes for assembling the field monitoring workforce, as discussed in more detail below in “Coordinate Project Start-up.”

Our Project Manager will then convene the management team (e.g., Operations Manager, Field Supervisors, and Data Clerk) and begin to move resources and supplies into place. We maintain and manage scalable Rapid Response Packages that are pre-loaded and staged within proximity of the client and include the following for an expedited deployment and self-sufficiency: our state-of-the-art ADMS, **DebrisPro™**; tablets, laptops, and desktop computers; generators; office supplies; cell phones and mobile Wi-Fi hotspots; pre-printed forms and documents; Bluetooth printers; Personal Protective Equipment (PPE) and first-aid kits; COVID-19 specific supplies; field supplies; and pre-identified vendor lists.



6.2 MOBILIZATION



We understand that during a disaster, our role is to augment and strengthen your capacity to respond. Therefore, our goal is the rapid mobilization and integration of our debris-focused leadership and field personnel with all participants of the larger response and recovery team.

Deploy Field Management Staff

Following a Notice to Proceed, the management staff will be deployed along with other available trained field personnel and the Rapid Resource Package. If feasible, this team can be deployed in

advance of a predicted event and will shelter-in-place along with an initial portion of the required resources. Within 24 hours of activation, they will meet with client staff to have work commence. For an unpredicted event, our team will report to the specified location within 6 hours of notification.

Coordinate Project Start-up

Upon mobilization, our Management Team will conduct a kick-off meeting with Town officials and the hauling contractor to assess current debris activities and identify needs and priorities. Specifically, they will determine operational priorities and objectives, discuss the project scope and timeline expectations, and identify documentation or information-sharing procedures. This will form the basis for the Project Execution Plan. Once staffing needs are validated, our team will begin to assemble the full workforce using the following:

- **Network of Vetted Debris Staff.** Currently, Witt O'Brien's has more than 100 debris supervisory staff and a network of more than 700 debris monitors that have completed our internal debris training program and are eligible and available for re-hire. During the storm tracking phases, our management team will begin communications with both the supervisory staff and the monitors in our network to assess their availability.
- **Local Hires.** We are committed to hiring additional local personnel on our projects and will conduct hiring campaigns to identify, pre-screen, and conduct all pre-employment paperwork rapid hiring and deployment of monitoring personnel. We will activate Witt O'Brien's' standard procedures for broadcasting job announcements (via radio, internet, newspapers, unemployment offices, college job boards, local veteran hiring initiatives, and churches). Depending on the size of the project, we will establish Human Resource (HR) hiring centers in the affected area that can be quickly mobilized, transported, and set up to allow for immediate vetting and hiring. In addition to our HR department, we work with multiple staffing vendors across the country who provide recruiting services and employee onboarding.
- **Staffing Agencies.** Witt O'Brien's has agreements with multiple staffing agencies, including small, disadvantaged businesses, who can assist us extending employment opportunities to the community.

During Hurricane Irma, we activated and deployed more than 1,500 personnel by recruiting and hiring locally, obtaining personnel from staffing agencies, and assigning personnel from other parts of the company

Witt O'Brien's regularly uses E-Verify to screen potential employees and we conduct background checks, drug tests, and motor vehicle safety tests. We also impose a strict "zero tolerance" policy for drug usage, safety violations, inappropriate language, or disrespectful behavior that may reflect negatively on our client or our firm. Any field staff can be dismissed from the project at any time for violating these policies.

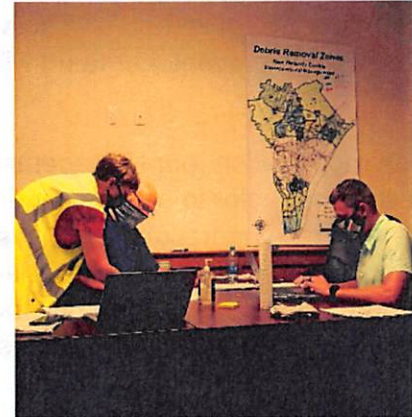
6.3 PROJECT INITIATION



This phase will include analyzing disaster impacts, assessing the current situation, and confirming the proposed personnel, staffing requirements, scheduling, and other contract-related items. It involves developing the Project Execution Plan, the Health and Safety Plan, and the Quality Control Plan. As part of project initiation, we will implement our staff training program and set up our GIS systems for tracking program progress.

Develop Project Execution Plan

Following our initial meeting with Town officials, the Project Manager will develop a comprehensive project execution plan (Incident Action Plan) to confirm the details of our approach such as personnel assignments, communication and information sharing procedures, safety procedures, documentation procedures, and a schedule for deliverables. This plan is a far more detailed and tailored adaptation of our technical approach provided in this proposal based on the situation of an actual disaster. It typically includes an overall approach to address current challenges, new productivity requirements, and the continued need to maximize and retain debris-related funding.



Estimate Damage/Debris

The Witt O'Brien's Project Manager will coordinate with the Town and its debris removal contractor to tour the affected area, document damages, estimate debris quantities, estimate removal costs, and identify hazardous and dangerous debris for immediate removal. To determine estimated debris quantities, Witt O'Brien's uses the USACE Debris Estimating Model. USACE developed this model based on debris generated by Hurricanes Frederic, Hugo, and Andrew. The model considers the number of households in an urban / suburban area with the storm category, vegetative characteristics, commercial density, and precipitation. It is accurate within +/- 30% for hurricane events.

Witt O'Brien's also uses FEMA's Hazus, the nationally applicable software program that estimates potential building and infrastructure losses from hurricanes, riverine and coastal floods, and hurricane winds. Hazus uses geographic information system software (ArcGIS) to map and display hazard data, results of damage and economic loss analyses, and potential effects on area populations. Hazus analyses also can be run in real time to support response and recovery actions following a disaster.

Establish Staging / Disposal Locations

DMS locations are approved areas where debris contractors can haul eligible debris so it can be further separated or processed before being hauled to a final disposal facility. At the DMS, monitoring towers are established so that monitors can quantify debris by load. In many cases, the location of the DMS is determined during disaster preparation and discussed as part of the ongoing planning activities.



Aerial View of DMS Managed by Witt O'Brien's

As needed, Witt O'Brien's can assist with pre-event selection of DMS locations suitable to handle the quantities and types of debris forecasted and can advise and assist the Town with the acquisition of all necessary environmental and other permits. An important component of reviewing sites and consulting on site selection criteria is ensuring that sites can be properly secured to limit access. As part of our process for selecting

potential sites, we take photographs, inspect potential properties, and produce a summary report with recommendations. Site security measures such as fencing, cameras, and locked access gates can also be implemented after the site selection process.

If the DMS locations need to be established during an event, we will assist with inspecting locations, documenting conditions, developing a safety report, securing regulatory permits, and coordinating set-up with contractors. We are also experienced in establishing ingress and egress routes (and find this to be a helpful step in increasing site efficiency), and we have assisted in the management of reduction schedules to reduce the risk of vegetation catching fire or debris piles growing too high.

Conduct Clearance Monitoring

Our team will work with the Town to prioritize roads, facilities, and areas for initial debris clearance. The team will document labor and materials and force account expenses. Any debris monitoring activities related to the Federal Aid System roads will be tracked and costs will be maintained separately (for the Federal Highway Administration Emergency Relief (FHWA-ER) program).

Initiate Health and Safety Program

During every debris monitoring project, we take great care to ensure the well-being of residents and all debris removal workers and monitors. Prior to any field deployment of staff, Witt O'Brien's will initiate a Health and Safety Awareness and Compliance program to ensure that our monitoring personnel are equipped with PPE and are operating safely. This program now includes FEMA and OSHA guidance and documentation on working during the COVID-19 pandemic. Additional measures for social distancing have been implemented.

We follow a strict safety process, perform a project safety analysis, and follow guidelines for safety training. Our Operations Manager will act as a safety officer for our employees and ensure our safety program is being followed at all work sites including pick-up locations, temporary staging sites, and final disposal sites. Our safety requirements include the following:

- Participate in a daily safety meeting.
- Wear the appropriate safety equipment.
- Remain at a safe distance from loading, hauling, and cutting equipment.
- Inspect all vehicles before they leave the DMS.
- Verify that debris is properly and safely loaded.

Prior to being assigned to a work site, all field personnel must complete our safety and heat stress awareness training which is provided via our mobile application and follows up with questions to ensure program retention. At the onset of an activation, we complete our ICS-215 Site Safety Analysis form, which outlines specific hazards of the particular project, how to avoid those hazards, what to do in the event that any personnel comes in contact with a hazard, a communications plan, and the location of nearby hospitals. Typical hazards could include falling debris, chemical spills, flooding / high waters, and wild or feral animals native to the area. Each morning, an ICS-208 Site Safety Message is produced by our safety team. This message reiterates talking points from our safety program and addresses any new hazards that might have been encountered and accidents or near misses that were documented recently.

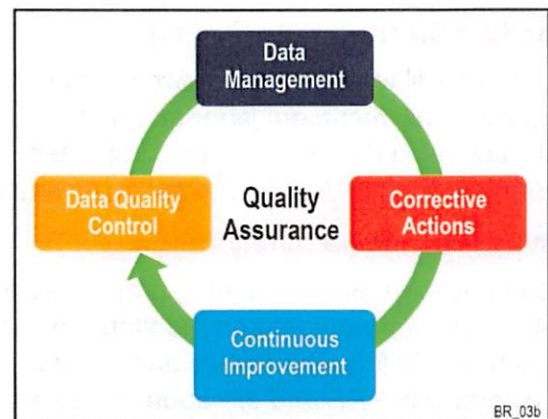
At loading sites, all loading equipment is monitored to ensure no damages, accidents, or near misses take place without being properly documented and necessary agencies contacted in the event of an accident. Reduction and disposal sites are also monitored for accidents and near misses to ensure proper reporting and agency contact. Emphasis at reduction sites is put on fire safety and identification

of smoldering wood chips. At the temporary storage and final disposal locations, only approved, certified vehicles will be allowed to enter to that only ensure eligible, documented debris is being delivered.

Supervisors will run a **stop work procedure** and halt operations promptly if they see unsafe conditions, or in the case of a safety incident. Following the shutdown, they will contact the Project Manager and maintain the shutdown until the issue is resolved.

Initiate Quality Assurance Program

As a standard component of our project management, we will implement a quality assurance/quality control (QA/QC) program to ensure contract compliance and maintain performance standards and goals. Our Project Manager has the processes and tools to ensure data integrity and data management through all data collection, coordination, and documentation activities, from initiation to close-out. Our Project Manager is adept at managing a multi-faceted team that is virtual, on site, and in the field. In the fast-paced debris monitoring response work, we share information in a collaborative environment using the Microsoft 365 platform for document sharing, information and document storage, shared schedules, and video conferencing. All Witt O'Brien's employees have Office 365 for Business® on their company-issued laptops to facilitate rapid communication and information sharing. SharePoint and Microsoft Teams facilitate document sharing, the ability to collaborate on documents, and the flexibility to video conference simply through an Internet connection.



Our QA/QC Plan will provide the Town, the Project Manager, and the Project Principal with the controls they need to manage performance, assess, and mitigate risk, and adjust to changing conditions, as required. We will develop and routinely report on schedule baselines, overall resource allocations, activity levels, and staff assignments. Key features of our program include:

- Our QA/QC Plan will provide the Town, the Project Manager, and the Project Principal with the controls they need to manage performance, assess, and mitigate risk, and adjust to changing conditions, as required. We will develop and routinely report on schedule baselines, overall resource allocations, activity levels, and staff assignments. Key features of our program include:
- **Real-time Data Quality Control:** Our plan builds in quality control in every step of the process. We start with our training program, which emphasizes the importance of data accuracy. The accurate completion of load tickets is perhaps the most important element of a quality control program for debris monitoring. At the field locations, supervisors spot-check the monitors' load tickets for accuracy and completeness and debrief them at the end of each day regarding performance and any issues identified. At the DMS, tower monitors review tickets for accuracy upon arrival. In addition, data entry staff perform ongoing reviews to identify load ticket errors or omissions and report them to field supervisors to allow for immediate corrective action.
- **Data Management:** Our quality processes are focused on data integrity – accessing the right data, coding it properly, and ensuring that it is reported in a fully compliant format for the federal funding agency. Our Project Manager and the management team will use both our GIS programs and **DebrisPro™** for accurate and comprehensive collection and tracking of data in the field for all cost-recovery activities.
- **Corrective Actions:** If Witt O'Brien's monitoring personnel detect negligence or non-compliance with FEMA regulations, Town staff will be notified immediately. Examples may include artificial

loading, mixing loads with ineligible or hazardous materials, using improper equipment, or safety violations. The debris removal contractor staff and supervisors will be informed of the non-compliance and instructed on how to correct the error.

- **Continuous improvement:** At the core of our quality assurance approach is a proven system for ensuring that our staff are performing at optimal levels and meeting our high standards. To ensure operational efficiency and reduce overall costs, our management team will analyze data progress against project goals to determine causes of delay or determine whether certain activities can be compressed to save time and budget. Based on the daily information our monitors receive regarding the hauls performed by debris removal contractor, we are able to synthesize the data and forecast the level of effort to achieve total debris removal within the required FEMA timeframe.

Train Staff

Once additional personnel are hired, we work with them to ensure content knowledge and understanding before assigning them to their respective functions. Our training program is based on an on-line interactive, cloud-based training platform, and comprises multiple modules. The modules that are provided to all staff, regardless of position, include:

- Introduction to Debris Monitoring
- Witt O'Brien's Employee Expectations
- Daily Procedures
- Heat Stress
- COVID-19

We then provide additional modules that are specific to the field employee function, including:

- Load Site Monitor Training
- Hazardous Tree Monitor Training
- Debris Management Site Monitor Training

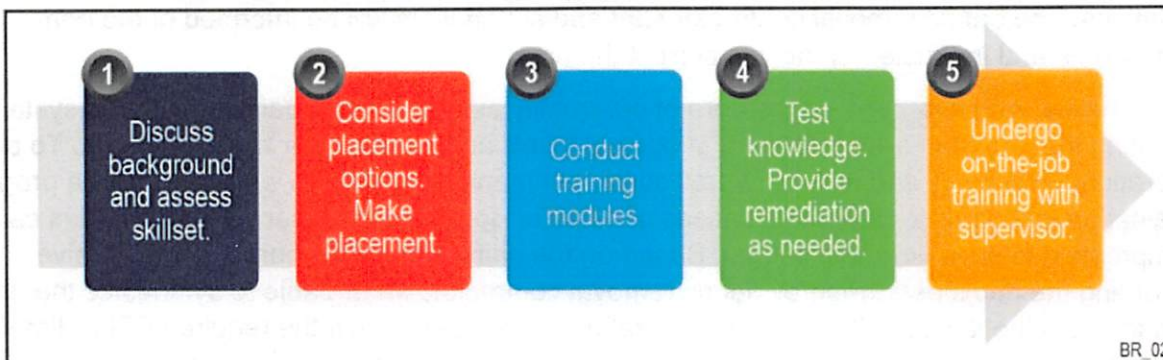


These courses are designed to emphasize safety considerations, FEMA eligibility guidelines, job duties and responsibilities, load ticket management, and standard procedures for debris monitoring. Training will also instill the paramount importance that tickets are to be completed accurately and legibly to ensure maximum FEMA reimbursement of funds. New monitors are also trained in the use of handheld automated ticketing units (tablets), which includes the app linking to **DebrisPro™**, and are supplied with reference materials and maps of their work zones.

We also have modules for management and supervisory functions, as follows: (1) Admin Assistant Training; (2) Field Supervisor Training (including Truck Certification); (3) Debris Operations Manager Training; and (4) Project Management Training.

Our training program is designed to build upon the learning process and to certify each level of competency as each employee progresses in core capabilities and understanding. Therefore, each module ends with an assessment of knowledge comprehension and retention that must be passed before moving on to the next training program. If an assessment is failed, remediation is provided before the next assessment. Training can be completed at any time, allowing monitors to fulfill multiple roles when needed.

Witt O'Brien's Training Methods Build Competencies by Level



Once trained, field staff are then closely supervised on the job, debriefed at the beginning and end of each day, and held to our high standards of performance and conduct.

Assign Field Personnel

In accordance with the Project Execution Plan, the Project Manager and Operations Manager will assign and dispatch the team to their appropriate locations at debris collection locations and the DMS. We follow the NIMS ICS guidance, which advises that people in leadership positions maintain a “manageable span of control” regarding the number of direct reports. This typically includes:

- **Field Supervisors.** The Operations Manager will dispatch experienced Field Supervisors to oversee monitoring activities and implement the QA/QC program at debris sites at a ratio of 1:10 supervisors to monitors or as needed for exceptionally large and unique operations to ensure adequate management of operation (per FEMA’s Debris Monitoring Guide, March 2021).
- **Load Site Monitors.** The Operations Manager and Field Supervisors will pair monitors with hauling crews and dispatch them to debris collection locations. As requested, the Operations Manager will assign roving monitors to observe debris removal contractor operations and locate, document, and map special debris (e.g., hazardous trees/limbs, white goods), and report on ineligible debris and contractor-caused damages.
- **Debris Site Monitors.** The Operations Manager will staff each DMS with an experienced debris monitor for assessing load volumes, inspecting debris, and ensuring debris types are kept separate (for proper quantification throughout all phases of the project).

All personnel will be equipped with vehicle transportation and state-of-the-art technology (e.g., rugged tablets) to ensure appropriate and efficient data collection, transfer, and documentation.

Measure and Certify Hauling Vehicles

Witt O'Brien's follows the most recent FEMA standards and recommendations for calculating the capacity of debris removal trucks and will initiate the truck measurement and certification process in coordination with the debris removal contractor to accurately measure the volumetric capacity of each truck upon its arrival at the disaster scene. During the truck certification process, our dedicated truck certification team will record information for each truck or piece of equipment used to transport and remove debris. This information is recorded electronically using an app (which feeds into **DebrisPro™**), and includes the make and model, license plate number, debris removal contractor equipment number, and its maximum volume in cubic yards. The measured



volume of the load bed will be displayed on a placard attached to the driver's side of the equipment or vehicle. Our team will provide the Town with both hard and electronic copies of the completed forms.

Witt O'Brien's will work with the debris removal contractor to ensure that if the debris removal contractor adds vehicles to its fleet, or if measurement calculations should change, these adjustments are reflected in all documentation. In addition, Witt O'Brien's roving monitors and field supervisors will conduct random inspections and spot checks of debris removal equipment to ensure there has not been tampering of truck placards. Roving and field monitors will be trained to deter and detect any fraudulent alteration of truck volumetric capacities.

Develop Maps and GIS Applications



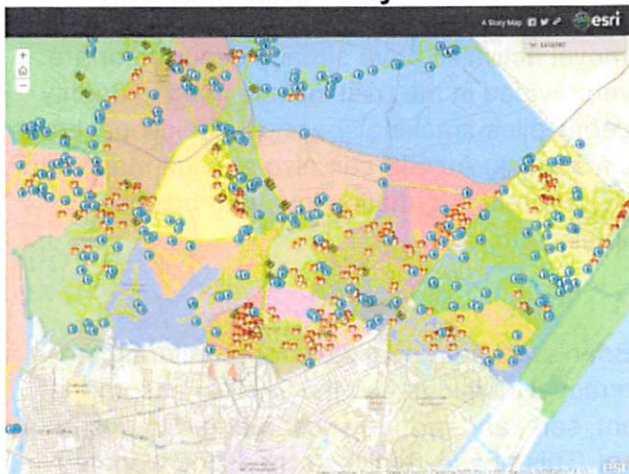
As a Silver Tier member of the ESRI Partner Network, Witt O'Brien's has priority access to and support from the ArcGIS software makers. As a result, we have additional mapping resources that allow us to resolve technical issues quickly and tailor location-based analytics.

Witt O'Brien's uses a GIS collector app that is loaded on the tablets in the field and on the management computers. The app can be used to designate "hot spots" for immediate collection and identify inaccessible roads. The team also uses the app to generate an automatic link of GPS and GIS data to each debris load, hazardous tree (e.g., stump, hanging limb, or leaner), white goods (e.g., appliance), or other type of debris. They designate each type of debris (whether eligible or ineligible) with a specific icon or pin (along with photos of ineligible debris). This provides a visual of the amounts of different debris types that need to be picked up.

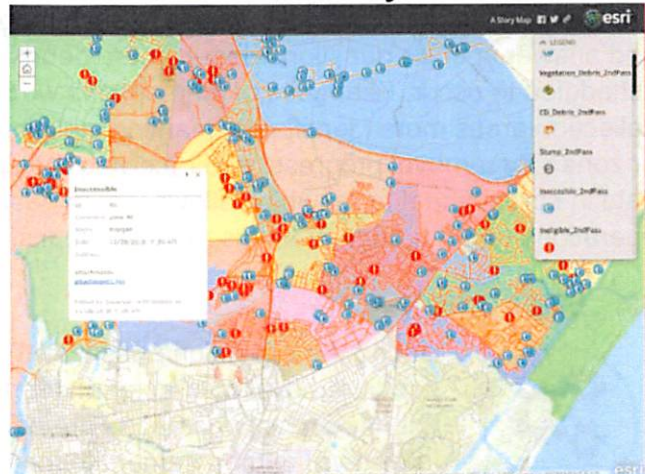
With each update of the data, the team can demonstrate progress towards clearing entire zones. It is typical to have at least three passes (1st, 2nd, and final). Our team can confirm through mapping and validation that each pass has been completed and progress has been made. For example, **Exhibit 10** shows screenshots from the app demonstrating a reduction in the number of pins between the 1st and 2nd passes in the same area.

Exhibit 10: Screenshots of ArcGIS Collector App

New Hanover County – 1st Pass



New Hanover County – 2nd Pass

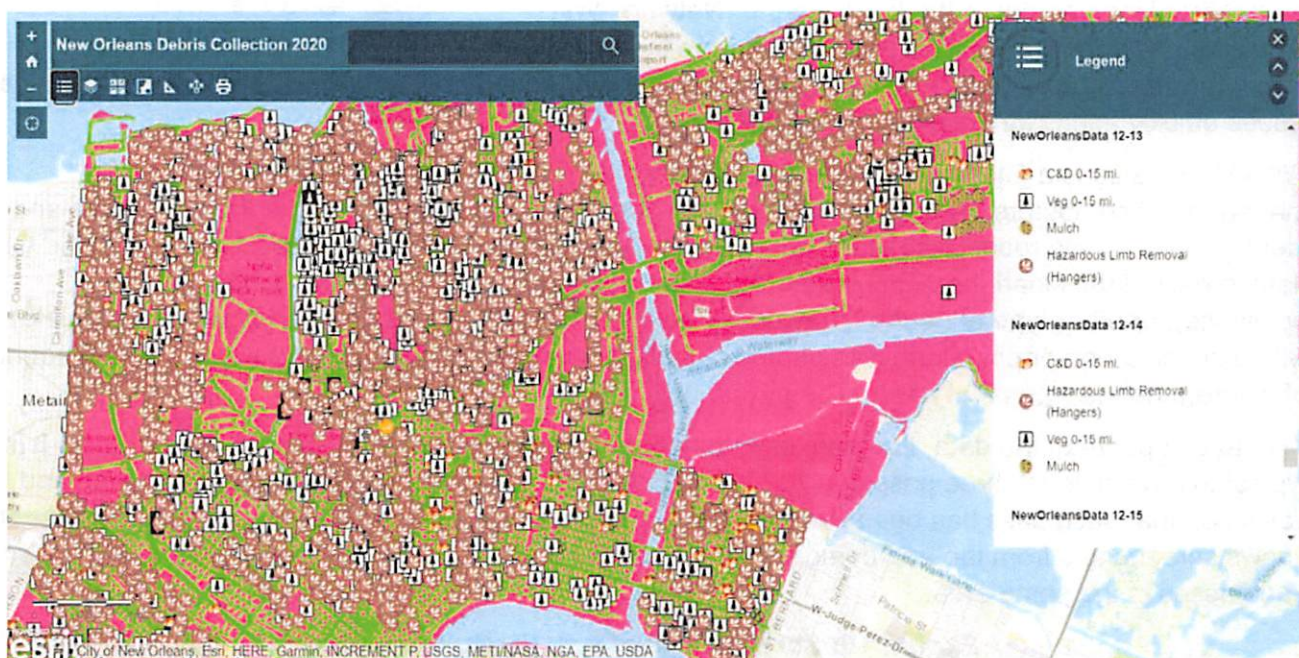


We understand from our experience in debris monitoring that our clients are often under pressure from the public, elected officials, and the media to provide information on recovery activities and the progress being made. Using the load ticket data in **DebrisPro™**, our team creates ArcGIS maps of

progress in collection, numbers of passes, zones being worked in, and zones scheduled for future work. We also can provide data on turnaround times that can be analyzed to assess hauler efficiency and operational issues that may require resource rebalancing or other management actions.

Exhibit 11 presents a screenshot of debris removal in New Orleans (following Hurricane Zeta) over a period of 8 weeks. Using the ArcGIS platform, our Team was able to provide the City with updates (every 3 hours) of the different types of debris removed. The pink zones (and green street lines) indicate areas where all work had been completed. The City used this information to inform the public on hauler progress.

Exhibit 11: ArcGIS Map of Debris Project



We can provide the Town with access to such maps so that they can track progress, provide updates, and answer specific questions about where debris removal activities have already occurred or are scheduled to occur. Examples of map options we have provided in the past include making priority collection areas more identifiable, marking ineligible debris piles, tracking specific jurisdictional areas or zones for removal progress, and receiving resident feedback. ArcGIS can also provide mapping data in spreadsheet form, which allows you to easily incorporate information into your business operations (e.g., through briefings, reports, audits, appeals, etc.).

6.4 EXECUTION

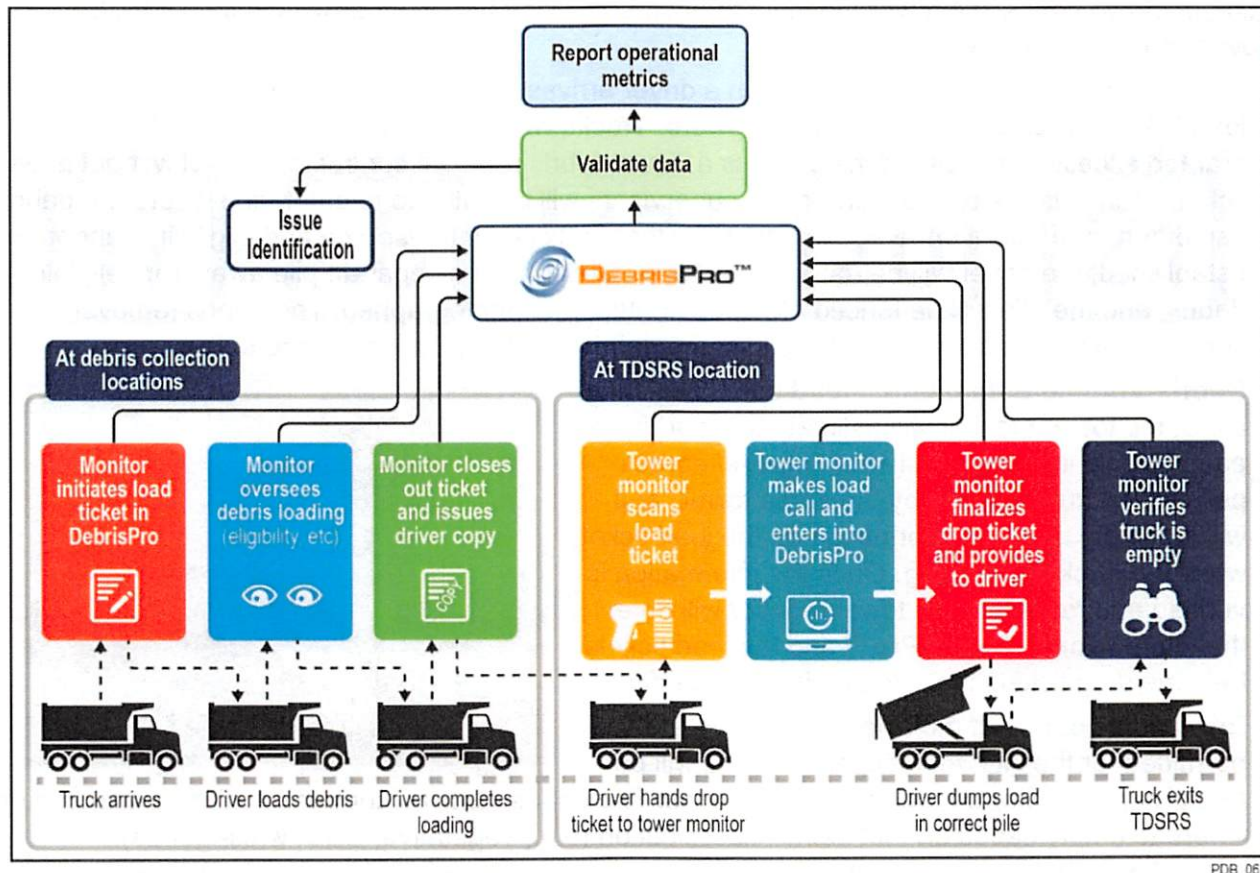


During the execution phase, Witt O'Brien's will be responsible for monitoring the debris removal contractor at debris removal locations and the DMS to ensure that debris removal operations are efficient, safe, and properly documented to ensure a full federal reimbursement to the client. This phase involves scheduling work to ensure that the correct number of monitors are assigned, conducting monitoring, providing daily reports and metrics on operations, reconciling debris contractor invoices, and providing overall project management.

Monitor Debris Removal

The Witt O'Brien's teams of monitors are a critical part of ensuring compliance during debris collection and removal. **Exhibit 12** illustrates our process for using **DebrisPro™** to monitor debris removal from initial removal locations through disposal.

Exhibit 12: Witt O'Brien's Debris Monitoring Process Using DebrisPro™



PDB_06

We will first dispatch field supervisors and load site monitors to debris collection locations to monitor debris removal in the field. We also deploy trained roving monitors to assist in the identification and documentation of ineligible debris, consult with FEMA debris specialists about eligibility issues, assist with mapping of debris clearance progress, and inspect debris zones for “hot spots” and zone closure status. Key steps in the process are as follows:

- **Ticket initiation** – When a truck first arrives at the debris collection location, a Witt O'Brien's team monitor will initiate a load ticket in **DebrisPro™**.
- **Monitoring** – As the driver collects and loads debris, the monitor will oversee the process and capture key data via load ticket, photographs, GPS coordinates, or other data or sources of information. Information collected includes debris eligibility and debris amounts via distribution of load tickets. Monitors also look for any damage caused by the debris removal contractor during debris removal. In addition, they identify any operational issues that could cause a reduction in performance or an increase in recovery cost; these include debris removal contractor skipping piles (i.e., “cherry picking”), delay of start times, excessive or unscheduled breaks, and stoppage time.

- **Ticket Close-out** -- When the driver has completed loading, the monitor will close-out the load ticket in *DebrisPro*[™] and provide the driver with a printed copy of a load ticket that validates where debris originated. This process, and the use of this technology, provides a robust QA/QC check for all documentation. Data will be stored on multiple redundant servers to ensure data security and information will be provided to the Town in electronic format.

At the Town's designated DMS locations, we will assign a DMS supervisor (over multiple sites) and a minimum of two debris site/tower monitors at each site. Once the driver arrives at the DMS, the following steps take place:

- **Ensure Load Ticket Accuracy** – When a driver arrives at the DMS, the tower monitor will review load tickets for accuracy at inspection towers. Trucks without an approved load ticket will not be granted access to the site. If the driver is a Town debris removal contractor, arrival without a load ticket will initiate a stop work order and supervisors will investigate to determine where the debris came from and how it ended up in a trailer without a ticket. If the source and eligibility cannot be established, the driver will be required to dump the debris in a separate pile away from eligible debris, and the pile will be fenced off, documented, and photographed. The debris removal contractor will then be required to reduce the debris and haul it at no charge to the Town.

- **Debris Volume Estimation ("load calls")** – At the DMS, the tower monitor will estimate the load from each vehicle inbound and (when ingress/ egress permits the truck to pass by the same tower) and will complete the drop information on the load ticket while the truck is emptying. Once the information is verified and recorded, the tower monitor will enter the information in *DebrisPro*[™] and the load tickets become drop tickets that are provided to the driver.



- **Emptying Loads** – If multiple debris types are permitted for the site, then separate areas will be established for different debris classifications. The debris removal contractor will be instructed on where to empty based on that debris classification (e.g., vegetative, C&D, white goods).
- **Hauler Compliance** – When the truck returns, the monitor will inspect the bed of the truck to make sure it is empty before the driver is provided a copy of the drop ticket and permitted to leave. If the truck bed is not empty, the monitor will instruct the driver to finish clearing the truck bed before providing the ticket.

Coordinate Special Debris

Some debris types and categories (such as hazardous trees/limbs, limbs, and stumps; white goods and e-waste; household hazardous waste; putrescible debris; and vessels) might require special handling or detailed documentation to ensure reimbursement from FEMA. Furthermore, removing debris from waterways, private property, and sites with environmental or historic preservation concerns could require additional reviews, documentation, and approvals. Witt O'Brien's has leading experience with all debris types and will provide expert consulting services to the Town regarding extraordinary debris challenges.

DebrisPro[™] is designed to automate and streamline the tracking and documentation of all debris removal work and costs. Our teams can set up *DebrisPro*[™] to track every debris category relevant to a project (e.g., ROW; PPDR; private roads, parks, and golf courses; state and local roads; and Federal

Aid Roadways for FHWA reimbursement) and debris types (e.g., hazardous trees/limbs, limbs, and stumps; waterway debris; white goods; e-waste; hazardous household waste; and putrescible waste).

- Hazardous Trees, Limbs, and Stumps.** For hazardous trees / limbs (i.e., leaners), hanging limbs, and stumps, our team will follow established FEMA guidance that requires supporting photo documentation for each ticket issued for these removal services. Our ADMS technology and software **DebrisPro™** enables our field staff to take photographs in the field and upload them in a compressed format for secure storage and retrieval. Our field teams will use **DebrisPro™** to ensure that the tickets are electronically stored with the associated photographs, which is critical for FEMA reimbursement and QA/QC. All hazardous trees/limbs will be handled in accordance with guidance from the PAPPG 4.0. We will ensure documentation is recorded for the immediate threat of the location (GPS coordinates) with photographed evidence establishing that the tree is on public property; the size and extent of damage; the quantity removed; the quantity, location, and source of material to fill root-ball holes; and the equipment used to perform the work.



- Household Hazardous Waste.** If conducted as part of the overall debris removal operations, the removal of household hazardous waste may be funded by FEMA as Category A. Activities for the removal and disposal of household hazardous waste (specifically) includes:
 - ✓ Separation of household hazardous waste from other debris
 - ✓ Specialized procedures for handling and disposing of the hazardous materials
 - ✓ Control or stabilization of the hazardous material
 - ✓ Pumping water contaminated with the hazardous material



Examples of Common Household Hazardous Waste (HHW)

Witt O'Brien's will ensure that this process is properly documented to maximize the Town's reimbursement. It is also important to ensure that hazardous waste is not mixed with other types of debris. Our monitors are trained to recognize and identify all debris types to avoid debris mixing. Typically, no debris is comingled, especially household hazardous waste. A key part of a monitor's job is to ensure that the debris type they are assigned to monitor is the only debris being loaded by the debris removal contractor.

- White goods.** When monitoring the removal and disposal of white goods, we will document that white goods have been collected separately, and processed to remove putrescible debris, all oils, all solvents, and all refrigerants. If debris is recyclable or has salvage value, we will document the separation and salvage activities that have been implemented.
- Private Property Debris Removal (PPDR).** Debris on private property is the responsibility of the property owner and generally not eligible for reimbursement through the FEMA PA program. However, if the debris is so widespread that it threatens public health and safety or the economic recovery of the community, the costs associated with removing this debris may be eligible under

the PA program. Witt O'Brien's has extensive experience in implementing, managing, and monitoring PPDR programs, and can assist in identifying private properties which might be eligible for debris removal, work with FEMA to ensure that local ordinances and proper procedures are followed, and secure Right of Entry (ROE) agreements from residents.

- **Private Property Demolitions.** Under circumstances of severe and catastrophic damage, it could be necessary to initiate a Private Property Demolition Program. Witt O'Brien's has the extensive knowledge and background in development, coordination, and management of the demolition program. As needed, we will identify, document, and review the impacted structures and follow the procedures necessary for compliance with State Historic Preservation Office review, archaeological low-impact stipulations, and FEMA EHP review. If asbestos is involved, we will follow the Louisiana DEQ regulations for managing asbestos inspections and removal and any National Emissions Standards for Hazardous Air Pollutants (NESHAP) and other state and federal regulations that could impact the eligibility of private property demolitions that will be funded by FEMA under Category B Emergency Protective Measures.
- **Commercial Property.** Removal of debris from commercial properties, such as industrial parks, golf courses, cemeteries, apartments, condominiums, and trailer parks is generally ineligible because commercial enterprises are expected to retain insurance that covers debris removal. In very limited, extraordinary circumstances, FEMA may provide an exception. If appropriate, our team will work with the client to ensure that prior FEMA approval is obtained and will provide the necessary documentation for reimbursement.
- **Waterways.** Witt O'Brien's will monitor the removal of all eligible storm debris from drainage canals and ditches upon direction from the Town. Debris removal from waterways is eligible as long as it is necessary to eliminate "an immediate threat to life, public health and safety, or improved property" (FEMA PAPPG, V4.0). There are also specific restrictions guiding the removal and disposal of debris that obstructs the passage of vessels, although debris removal from federally maintained navigable waterways is ineligible and must be managed by the U.S. Coast Guard or USACE. In non-navigable waterways, Witt O'Brien's will oversee the removal of debris deposited by an incident that obstructs a natural waterway only if the debris poses an immediate threat or could cause additional damage and flooding.
- **Historic or environmental concerns.** In order for debris to be eligible for reimbursement, FEMA has to ensure compliance with applicable laws and regulations, including those addressing historic properties, floodplains, wetlands, and critical habitats. Should it be necessary to conduct debris removal near such areas, Witt O'Brien's will ensure coordination with the appropriate regulatory agencies to ensure compliance, reviews, and permits for debris-related operations, if needed.
- **Storm-Deposited Soils.** Extracting water and clearing soil, mud, silt, or other accumulated debris from eligible facilities is eligible as Emergency Work as long as the extraction is necessary to address an immediate threat. In addition to monitoring the extraction of storm-deposited soils, we will also provide the proper documentation to ensure federal reimbursement for the removal. Evidence for eligibility will include GPS coordinates, photographs, the quantity of soil removed, and the equipment used to perform the work.



Conduct Project Management

In our experience, debris removal operations proceed most smoothly when there are open and transparent communications among the debris removal contractor, the monitoring firm, and the client. This section highlights the management team responsibilities to ensure effective, efficient, and compliant operations.

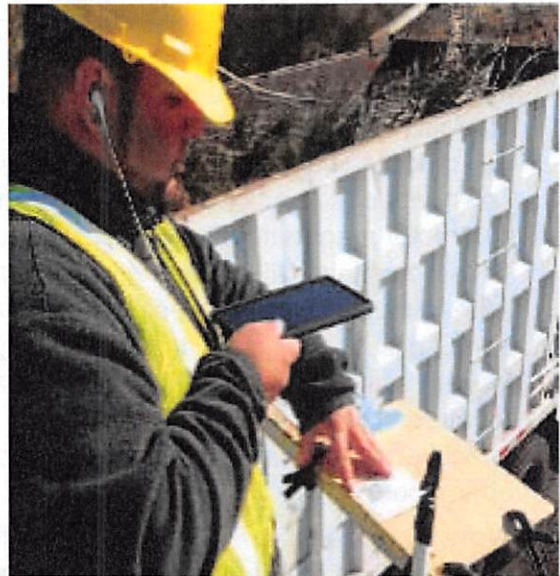
- **Daily Briefings.** During active debris removal operations, the Witt O'Brien's Project Manager will conduct and/or attend daily meetings with the Town, appointed officials, the debris removal contractor management, and operational staff. These meetings will be used to coordinate scheduling, confirm progress, resolve any ongoing issues, discuss any potential risks or issues that may affect work, and make any required adjustments to improve the effectiveness of debris removal and disposal operations.
- **Work Scheduling and Daily Close-out.** The Operations Manager will conduct daily planning meetings with the hauler and generate staffing reports and daily schedules for haulers, supervisors, and field monitors. At the close of each day, Witt O'Brien's field monitors and supervisors will ensure that all sites are closed and secured and then begin analysis of the day's data in order to provide a daily status report (see Section on Operational Reporting).
- **Resource Management.** Throughout operations, our Project Manager continually monitors operational resources required and makes adjustments to staffing as needed to minimize cost. As discussed earlier, during project initiation and ramp up, our management team will assign field staff (monitors and supervisors) in the appropriate span of control based on hauling resources. As those resources change over time (e.g., ramp up or down), we will adjust our team size as needed. Our objective is to maintain the minimum span of control that is needed to effectively monitor removal operations without incurring unnecessary costs that could jeopardize reimbursement.
- **Quality Assurance.** Witt O'Brien's understands that the accurate completion of load tickets is perhaps the most important element for any debris monitoring program – particularly when it comes to the ease of applying for and receiving full reimbursement from FEMA and other state and federal disaster recovery programs. Our monitors use **DebrisPro™** to collect debris load data in the field using smartphone or tablet devices. As part of their training, field monitors and supervisors are clearly informed that by signing load tickets, they are certifying that (1) the information on the ticket is accurate and complete; and (2) the information will be used by the client to apply for reimbursement from the state, FEMA, or other agencies. To carry out QA/QC in the field, supervisors will spot-check the monitors' load tickets and debrief them at the end of each day. At the DMS, tower monitors will review tickets for accuracy upon arrival. In addition, data entry staff will perform ongoing reviews to identify load ticket errors or omissions in order to report them to field supervisors in real time to allow for corrective action.



- **Digitization of Source Documentation.** Our team will use **DebrisPro™** to digitally capture and record all source documentation requirements, including load tickets, truck certification forms, tower monitor logs, hauling invoices, monitor activity, incident reports, load ticket summary forms, and any other form of documentation. To ensure data security, data is stored on multiple redundant servers. Authorized personnel may access their data by signing into a secure web portal.
- **Corrective Actions.** Should a health and safety violation and/or any actions inconsistent with the terms of this agreement be identified by Town staff during an active response, our Project Manager will implement the necessary corrective actions immediately and notify the Town within 24 hours of corrections taken. Except for severe violations, we will implement a tiered approach. The debris removal contractor staff present, along with their supervisors, will be informed of the non-compliance and instructed on how to correct the error. We make every effort to resume operations as soon as it is possible to do so without compromising the quality of the work. Such issues may include:

- ✓ Artificial loading, where debris is wetted, mixed with other materials, or not compacted
- ✓ Incorrect debris, where ineligible materials or hazardous materials are mixed with loads
- ✓ Operational issues, including use of improper equipment, skipping piles ("cherry picking"), or failure to meet completion schedules
- ✓ Non-compliance with health and safety standards, local ordinances, and other local, state, and federal regulations
- ✓ As necessary, issues may be escalated to more formal reviews with documentation of performance, retraining, and, if necessary, staff replacement.

- **Issue Stop Work Orders for Unsatisfactory Work.** Field monitors are empowered to initiate a Stop Work Order in the event that a monitor or supervisor sees a safety issue at a debris site, or the monitor learns that the debris removal contractor is not performing its work in line with the regulations or procedures set forth by the Town. Upon the announcement of a Stop Work Order, staff will halt operations and contact their immediate supervisor for instructions. The shutdown remains in place until the issue is resolved and work can be resumed safely and in accordance with requirements. All Stop Work Orders will be documented and reported promptly to the field supervisor on site, the project manager, and the Town.
- **Continuous Improvement.** Witt O'Brien's is committed to customer service and project success. At the core of our project management approach is a proven system for ensuring that our staff are performing at optimal levels and meeting our high standards. To provide the Town with recommendations to improve efficiency, we will regularly analyze collection quantity data against



We maintain on standby more than 1400 GPS integrated smart devices that are enabled for paperless operations.

project goals to determine where additional removal equipment might be required to meet deadlines or how additional debris management site locations might improve output. When removal operation forecasting shows that completion will take longer than established deadlines, we will evaluate the available equipment and personnel onsite to determine how to best increase the daily collection rate and turnaround times. Efficiency procedures often include increasing equipment numbers, adding additional debris site locations, and establishing new removal route schedules around traffic patterns.

Report Operational Metrics

The Witt O'Brien's team will provide operational reports to ensure the Town has a full understanding of the debris removal operation. These updates include daily situation reports, progress reports, reconciliation reports, incident damage reports, and any other information as requested by the Town. Witt O'Brien's will use **DebrisPro™** to generate all reports in the format required by the Town, e.g., the contract number, daily and cumulative hours for each piece of equipment, daily and cumulative hours for personnel by position, and volumes of debris handled.

Daily Reports. At the close of each day of operations, Witt O'Brien's field monitors and supervisors will ensure that all sites are closed and secured. When sites have been closed, our team will begin analysis of the day's data in order to provide a daily Situational Status Report (SITREP) to the Town. **Exhibit 13** presents a sample SITREP.

Exhibit 13: Sample Daily Situational Report

WITT O'BRIEN'S <small>PART OF THE SEACOR FAMILY</small>		SITUATION REPORT		Date	1/21/2020		
				Day of Operation	7		
				Operational Period	0600-1900 hours		
DEBRIS MONITOR PROJECT DR-4393 North Carolina							
Project Manager		DEBRIS OPERATIONS SUMMARY:		TOTAL/OPS PERIOD	TOTAL TO DATE		
		Hazardous Stumps less than 24"		0	0		
Operations/Data Manager		Hazardous Stumps 24" to 36"		0	1		
AOR SUMMARY		Hazardous Stumps 36" to 48"		0	0		
<ul style="list-style-type: none"> 1 bucket truck ran today 1 mini excavator ran today 1 stump haul truck ran today 1 haul trucks ran today 1 haul trailer ran today We certified a haul trailer today (the contractor intends to use this rather than bring in a knuckle boom). The contractor worked in Bayview West today removing 2 hazardous trees. *ALL HAZARDS HAVE NOW BEEN REMOVED FROM BAYVIEW WEST* They took 1 load of logs/trunks to the N. 25th site today. They also took 3 loads of veg to the Miller DMS - 1 from Bayview West & 2 from the N. 25th site. They intend to remove the final hazardous tree from Bayview East tomorrow, which will only leave the stumps to be ground - 4 residual and 1 hazardous in Bayview East & 1 hazardous in Greenwood. The contractor advised that the stump grinder will be here tomorrow Wednesday. ***The contractor is anticipating completing all work associated with the approved hazards list NLT Friday, and as early as Tuesday.*** 		Hazardous Stumps greater than 48"		0	0		
		Hazardous Trees (leaners) 6" to 12"		0	0		
		Hazardous Trees (leaners) 12" to 24"		2	4		
		Hazardous Trees (leaners) 24" to 36"		0	7		
		Hazardous Trees (leaners) 36" to 48"		0	0		
		Hazardous Trees (leaners) greater than 48"		0	0		
		Hazardous Limbs (snags)		0	5		
		Veg (CY)		31	79		
		PERSONNEL					
			Project Manager	1	DMS Monitors	0	
	Operations Manager	1	Billing/ Invoice Analyst	0			
	Data Manager	1	Data Entry Clerks	0			
	Field Supervisors	0	Project Coordinator	0			
	DMS Supervisors	0	Field Coordinator	0			
	Field Monitors	3	GIS Analyst	0			
SAFETY							
<ul style="list-style-type: none"> Safety review and heat stress awareness briefing during morning safety meeting. Morning Safety Brief Nothing further to report 							

Witt O'Brien's Daily Sitrep is a running, cumulative report calculating the Total for Operating Period (daily) and Total to Date. Data in these SITREPs will be in the format required by the Town and typically include:

- Damage Reports.** Witt O'Brien's will also submit damage reports daily, when necessary. Damage is inevitable during debris removal and, from time to time, hauling contractors will damage roads, sidewalks, utilities, drainage structures, or even private property. Monitors will document each incident with photographs, notify Field Supervisors for verification, and develop and log damage/incident reports. Field Supervisors will notify the Operations Manager, who will notify the Project Manager. The Project Manager will provide a report of each damaged facility to the Town and the debris removal contractor. Field Supervisors will follow up to verify that the debris removal contractor took remedial action in an appropriate timeframe. If electric, water, phone, or cable TV utilities are damaged, Witt O'Brien's will contact the proper utility authority and report the damages immediately to the Town. If the damages result in immediate or grave safety concerns, Witt O'Brien's will also alert the Police, Fire or Public Works departments, as the situation warrants.

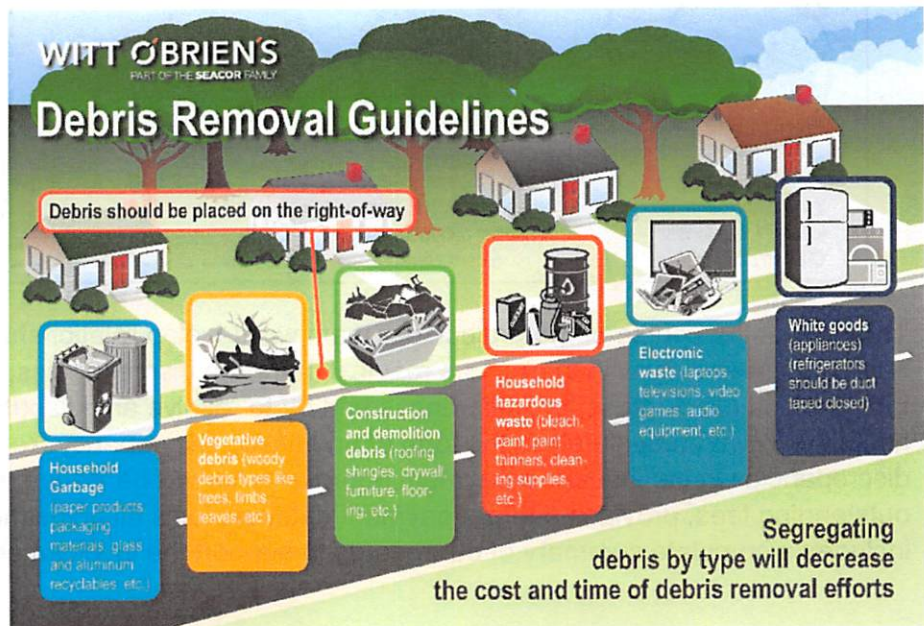
Damage Report Data:

- ✓ Date/Time
- ✓ Address/Location of incident
- ✓ Resident/Business info (if needed)
- ✓ Monitors' info (name/phone/badge)
- ✓ Driver/crew/truck info
- ✓ Type of damage/Complete details of incident
- ✓ Pictures
- ✓ Supervisor Signature
- ✓ Follow-up/Action Taken

Support Public Information

We understand the vital importance of keeping the public informed throughout the duration of a major debris removal project. The Town could get requests for information regarding progress of debris removal and planned schedules for specific locations, or complaints regarding damages to property or other concerns. Therefore, as requested, we will coordinate with the Town to implement a public information plan for businesses and residents.

As discussed previously, we can provide the Town with access to GIS maps so that they can track progress, provide updates, and answer specific questions about where debris removal activities have already occurred or are scheduled to occur. We can also develop timely and informative public announcements, brochures or pamphlets, online campaigns, or in-person town halls and meetings about project progress, safety considerations, hazardous waste handling, collection schedules, and methods of sorting and separating debris to increase collection and disposal efficiencies. We can assist the Town's efforts to efficiently disperse information to any target audience, such as the community and public, local businesses, the media, elected officials, police and fire personnel, field staff, contractors, and federal authorities. We will make staff available to the Town to



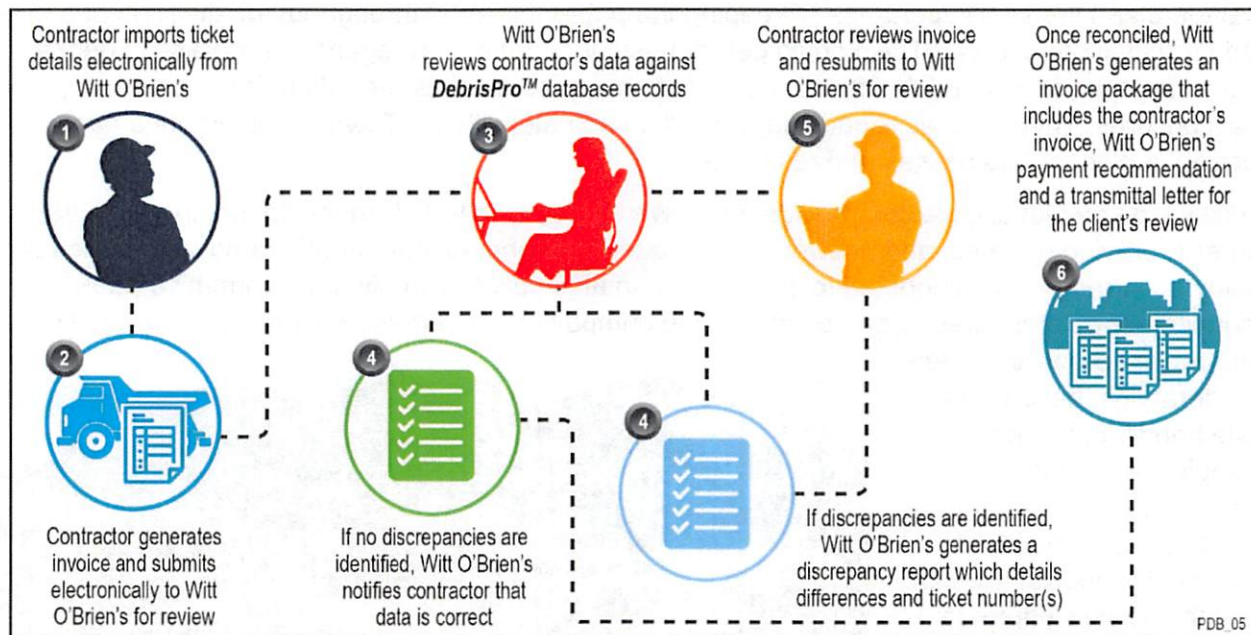
distribute and disperse public information on the debris project and can deploy our field monitoring staff to disseminate informative flyers to residents.

In addition to our support for creating and managing public information campaigns, we also frequently provide our debris clients with access to a 24-hour emergency call center. If requested, we will assign a dedicated number for the Town residents that they can call for information and up-to-the-minute updates, or to report debris in their neighborhood or on their property. This also helps us to be more responsive to the community and ensure we are efficiently collecting debris from the most high-priority areas.

Reconcile Contractor Invoices

Throughout the execution phase, the Witt O'Brien's team will use **DebrisPro™** to inspect and audit contractor invoices and back-up documentation to ensure that the information reconciles with our own database information of debris quantities and project costs. The process is illustrated in **Exhibit 15**. On a regular schedule agreed by the Town, Witt O'Brien's will reconcile all debris removal contractor invoices within a timely manner (producing a reconciliation report within 2 days of receiving the invoice). Contractors will obtain ticket details electronically from **DebrisPro™** to generate their invoices. We then review the invoices to ensure that all costs conform to the removal contract's scope of work, unit prices, performance parameters, and timelines.

Exhibit 15: Witt O'Brien's Contractor Invoice Reconciliation Process



Throughout the course of the project, our team will develop relationships with the hauling contractor(s) and coordinate daily with them. As a result, if there are discrepancies, our team will initially work with the contractor to address any differences and try to resolve any disputes or problems. We will also notify the Town immediately in the form of an Invoice Discrepancy Report. If there are no discrepancies in the invoice, a payment approval letter will be issued. Each letter outlines the outstanding fees, provides a target payment date, explains all adjustments and corrections, and includes a complete summary of our records to support the invoiced amounts.

6.5 CLOSE-OUT



Coordinate Final Pass

During the final days or weeks of debris collection, the Operations Manager will ensure complete debris removal by the debris removal contractor. At that time, we will publish last pass schedules and deploy monitors to confirm clearance of all roadways or document any remnants. From this data, our GIS Specialist will create a web-based map using ArcGIS depicting locations of the remaining debris, along with locations of ineligible debris. Once all eligible debris has been removed, you will receive written confirmation of debris removal completion.

Conduct Haul-out Monitoring and Final Disposition

Whenever the debris removal contractor is using a DMS for debris staging and reduction, the Witt O'Brien's team will monitor and document the haul out of processed debris from the site. Debris will be disposed of at a landfill or other appropriate site, where we will have monitors to verify the drop and ensure the truck is empty. The monitors will collect scale tickets from the landfills to reconcile the pass-through disposal invoices and to provide as documentation for FEMA reimbursement. Our team will coordinate with federal, state, and local environmental agencies to ensure the integrity and regulatory compliance of all final disposal activity. We will confirm final disposition of debris and the associated records.

Site Closeout

Following haul-out, our team will document and confirm removal of all debris, equipment, and materials from the DMS. At the start of the project, we would have conducted a preliminary damage assessment to accurately verify damages and site conditions. We will conduct a final site inspection to confirm that the site has been restored to the Town or landowner's requirements and in accordance with environmental regulations.

Provide Final Documentation and Data Maintenance

At the close of the project, we will provide the Town with both electronic and hard copy of all required documentation to submit for reimbursement from FEMA. If the Town requests earlier in the project, we will compile the required documentation for the period seeking reimbursement. At the close of debris monitoring operations, we will provide a detailed description of all debris management activities. This report will be delivered electronically and will contain:

- All types and quantities of debris removed including ROW debris, tree work performed, PPDR/ROE work performed, debris reduction operations, and final haul-out quantities
- Final disposal locations
- Amounts of debris managed by the hauling contractor
- Total cost of the project invoiced to the Town

Additional data that can be provided includes GIS maps indicating debris removal densities. This data can be used to support the development of PWs, final closeout, and, if needed, audit and appeal procedures.

Our electronic ADMS, *DebrisPro™*, was developed in line with USACE technical specifications and FEMA documentation requirements, and it meets or exceeds all the detailed specifications found in the USACE electronic debris management system requirements. All project documents including reports, records debris reporting tickets and contract correspondence will be maintained for a period of not less

than five years. Witt O'Brien's acknowledges that we will be subject to audit by federal, state, and local agencies, at which time we will allow the Town and FEMA to audit all project records. Within 30 days of project completion, our Project Manager will prepare an After-Action Report detailing project specifics, highlights, data, lessons learned, and recommendations for next event.

Develop Reports for Reimbursement

Properly prepared reports are required for reimbursement by FEMA or any other applicable agency for disaster recovery and debris removal. Well-developed PWs also ensure that the Town will receive the necessary funding for successful recovery and that they keep all the assistance for which they are eligible. Upon request, we can provide the Town with qualified personnel adept at analyzing projects, preparing the scope of work and damage descriptions of projects (including cost estimating), analyzing Project Worksheets and accompanying documentation, and preparing PW documentation for submittal to FEMA through their Grants Portal.

Witt O'Brien's meets or exceeds federal and state agency requirements when documenting project costs to ensure all FEMA, FHWA, NRCS, and other disaster recovery claims are properly documented and invulnerable to scrutiny during project preparation, final inspection, and closeout process. We prepare Category A (debris removal and monitoring), Category B (debris clearance) FEMA PWs, FHWA Detailed Damage Inspection Reports, and other applicable reports. Our disaster recovery experts ensure compliance with rules, guidelines and standards, and address and resolve difficulties before they can hinder the recovery process. Our PW packages are professionally documented to capture the maximum available funding.

Appeals Preparation and Assistance

FEMA program eligibility determinations can be subjective. In the event that PA funding is denied, FEMA rules and regulations allow for appeals. FEMA, however, only considers written appeals accompanied by detailed information for reconsideration. Our Team will assist the Town through the appeals process by assembling documentation and handling the process within the deadlines established by FEMA. We will assist in drafting the appeals using a team approach to leverage the broadest set of expertise possible. Our team will gather all the relevant information for the appeal and craft arguments that can enhance the likelihood of achieving positive results.

The process involves retaining year-round documents such as purchasing policies, pay policies, bargaining agreements, and insurance policies in place at the time of the disaster and storing them in the Event Profile section of the Portal. Additional documents that must be maintained include Force Account and Contract Work summaries for work that is complete and detailed scope and estimates for work yet to be completed. The remainder of supporting documents include details on all in-house or contract activities with a heavy emphasis on the procurement of goods and services.

APPENDIX A: CERTIFICATION OF STATUS AND SUNBIZ REPORT

2021 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M10000003124

Entity Name: WITT O'BRIEN'S LLC

Current Principal Place of Business:

1201 15TH STREET NW, SUITE 600
WASHINGTON, DC 20005

Current Mailing Address:

P.O. BOX 13038
FORT LAUDERDALE, FL 33316 US

FEI Number: 27-2783923

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NRAI SERVICES, INC
1200 S PINE ISLAND RD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER/EXECUTIVE VICE
PRESIDENT/CHIEF LEGAL
OFFICER/SECRETARY
Name LONG, WILLIAM C
Address 2200 ELLER DRIVE
City-State-Zip: FORT LAUDERDALE FL 33316

Title CEO
Name WHIPPLE, TIM
Address 1201 15TH STREET NW, SUITE 600
City-State-Zip: WASHINGTON DC 20005

Title MANAGER/SENIOR VICE
PRESIDENT/CHIEF FINANCIAL
OFFICER
Name WEINS, BRUCE
Address 2200 ELLER DRIVE
City-State-Zip: FORT LAUDERDALE FL 33316

Title SENIOR MANAGING DIRECTOR
Name HOYES, JONATHAN
Address CITYCENTRE TWO
818 TOWN & COUNTRY BOULEVARD
SUITE 200
City-State-Zip: HOUSTON TX 77024

Title MANAGER
Name FABRIKANT, ERIC
Address 2200 ELLER DRIVE
City-State-Zip: FORT LAUDERDALE FL 33316

Title VICE PRESIDENT & TREASURER
Name MANEKIN, LISA
Address 2200 ELLER DRIVE
City-State-Zip: FORT LAUDERDALE FL 33316

Title SENIOR MANAGING DIRECTOR
Name FENTON, GREGORY
Address CITYCENTRE TWO
818 TOWN & COUNTRY BOULEVARD
SUITE 200
City-State-Zip: HOUSTON TX 77024

Title DIRECTOR OF CONTRACTS &
COMPLIANCE
Name JOINER, CHERYL
Address CITYCENTRE TWO
818 TOWN & COUNTRY BOULEVARD
SUITE 200
City-State-Zip: HOUSTON TX 77024

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WILLIAM C. LONG

EVP/CLO/SECRETARY

03/24/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

Authorized Person(s) Detail Continued :

Title VICE PRESIDENT & CHIEF INFORMATION
 OFFICER

Name SCHIFANO, MICHAEL

Address CITYCENTRE TWO
 818 TOWN & COUNTRY BOULEVARD

City-State-Zip: HOUSTON TX 77024

State of Florida

Department of State

I certify from the records of this office that WITT O'BRIEN'S LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 14, 2010.

The document number of this limited liability company is M10000003124.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on June 24, 2020, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of March, 2021*



Ronald R. DeSantis
Secretary of State

Tracking Number: 0925330925CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

APPENDIX B: RESUMES

Charles Bryant is the Director of Disaster Debris Services with Witt O'Brien's and has more than 40 years of experience in emergency response services, including 15 years specifically in debris monitoring.

Charles has managed complex, large-scale debris management operations in Louisiana, Georgia, New York/New Jersey, and Texas. Charles is one of only two preeminent, nationally recognized instructors of debris management at FEMA's national training center, the Emergency Management Institute (EMI). Charles is also a recognized authority on private property debris removal (PPDR). During Hurricanes Rita and Katrina, Charles served under contract as the Louisiana Deputy Director for Debris Operations, with the responsibility for overall coordination of debris operations for the state. In this capacity, he wrote the state's policy for PPDR, which was later adopted and used by FEMA.

He is fully qualified in providing problem resolution assistance and coordination for FEMA Public Assistance (PA) Category A and B grant funding and liaising with state agencies for PA grant funding and project development. He served as technical advisor for FEMA eligibility determinations providing contractor oversight of debris management site and monitoring operations. His expertise also includes serving as debris technical advisor providing technical assistance for development of FEMA Project Worksheets (PWs) for Category A debris removal projects. Charles has also designed Homeland Security Exercise and Evaluation Program (HSEEP) exercises and provided instructional and educational services.

Prior to leading debris monitoring operations at Witt O'Brien's, Charles owned and operated C. Bryant, Inc., an emergency management consulting firm, and worked under two FEMA Technical Assistance Contracts at Witt Associates and AECOM, respectively. He performed various contracted debris operations and planning, debris removal program development, project management, and FEMA public assistance services. He also served 25 years with the Sulphur Fire Department (SFD) in the city of Sulphur, Louisiana, and was the fire chief and emergency manager for 18 of those years.

DEBRIS MONITORING SERVICES, HANOVER COUNTY AND WILMINGTON, NC (2020)

Charles served as Project Principal for Witt O'Brien's debris monitoring operations in North Carolina resulting from Hurricane Isaias. Collectively, his teams monitored the removal of more than 400,000 CY of vegetative and C&D debris and 740 hazardous trees.

**CHARLES BRYANT
PROJECT PRINCIPAL**



YEARS OF EXPERIENCE

45+ Years

EDUCATION

Louisiana State University, Eunice
Associate Fire Science Degree Programs.

LICENCES/CERTIFICATIONS/TRAINING

NIMS Advanced ICS Curricula Train the Trainer E449 – Certified Instructor
EMI E202 National Debris Management Planning – Certified Instructor
EMI National Debris Management – Trainer
FEMA Pilot Program Train the Trainer – Trainer
FEMA Intro to Emergency Management – Trainer
FEMA Liability Issues in Emergency Management – Trainer
National Fire Academy Fire Service, Financial Management & Planning – Trainer

PROFESSIONAL EXPERIENCE

Witt O'Brien's (2014 – Present).
Project Director.

AECOM (2007 – 2012). Technical Assistance Contractor (TAC).

Witt Associates (2005 – 2012),
Technical Assistance Contractor.

FEMA National Emergency Management Institute (EMI) (2005 – 2008, 2010). Instructor.

C. Bryant Inc. (2003 - 2011).
Owner/President.

City of Sulphur, LA (1978 – 2003). Fire Chief.

DEBRIS MONITORING SERVICES, MULTIPLE CLIENTS, LA (2020)

Charles served as Witt O'Brien's Project Principal for all debris monitoring operations in Louisiana resulting from Hurricane Zeta (Lafourche Parish and City of New Orleans) and Hurricane Laura (Natchitoches Parish and City of Ruston). Collectively, his teams monitored the removal of 153,382 CY of vegetative debris, 50,554 CY of C&D debris, and nearly 11,997 hazardous trees. Vegetative debris was burned in accordance with state regulations.

DEBRIS MONITORING SERVICES, MILTON, FL (2020)

Charles served as Witt O'Brien's Project Principal for debris monitoring operations in Milton resulting from Hurricane Sally. The team monitored the removal of more than 14,000 CY of vegetative debris and 235 hazardous trees.

DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, NC (2018-2019)

Charles served as Witt O'Brien's Project Principal for all North Carolina debris monitoring operations resulting from Hurricane Florence. Collectively, his teams monitored the removal of more than 2.5 million CY of vegetative and C&D debris and 18,000 hazardous trees. He also served as project manager for two concurrent client projects.

DEBRIS MONITORING SERVICES, WASHINGTON COUNTY, FL (2018-2019)

Charles served as Witt O'Brien's Regional Operations Manager for all Florida debris monitoring operations in Washington County due to Hurricane Michael. This involved monitoring the removal of removal of 1,963,689 CY vegetative and C&D debris and 54,495 hazardous trees.

DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, TX (2017-2018)

Charles served as Witt O'Brien's Regional Operations Manager for all debris monitoring operations in Texas resulting from Hurricane Harvey (DR 4332). He was project manager for 6 concurrent client projects including Village of Jones Creek, City of West Columbia, Waller County, Clear Brook Municipal Utility District, City of West University Place, and City of Port Arthur, TX. Collectively, he oversaw the monitoring of more than 750,000 CY of vegetative and C&D debris as well as household hazardous waste, e-waste, and white goods.

DEBRIS MONITORING SERVICES, CITY OF NEW ORLEANS, LA (2017)

Charles served as the Senior Project Manager for debris monitoring operations in New Orleans-East that resulted from the February 2017 tornado event. This event involved monitoring more than 55,000 CY of vegetative and C&D debris, as well as hazardous trees and household hazardous waste.

DEBRIS MONITORING SERVICES, LIVINGSTON PARISH, LA (2016)

Charles served as Technical Advisor, Logistics Support, and Operations Support for Livingston Parish following the Louisiana Flood Event of 2016 (DR 4277). This effort involved monitoring the removal of 850,019 CY of vegetative and C&D debris, 20,000 white goods, 338,000 lbs. of putrescible waste, 26,000 lbs. of e-waste, and 34,420 lbs. of hazardous waste.

DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2016)

In response to the Louisiana Severe Storms and Flooding Event of 2016 (DR 4263), Charles served as the State of Louisiana Public Assistance Debris Manager for Debris Operations, with the responsibility for overall coordination of debris operations for the State of Louisiana, serving as technical advisor for local applicants, and providing FEMA liaison support and problem resolution.

DEBRIS MONITORING SERVICES, COLUMBIA COUNTY, GA (2014)

Charles served as a debris technical advisor and provided technical assistance to Columbia County, Georgia, following the 2014 Severe Winter Storm (DR-4165). As Debris Technical Advisor, Charles provided technical assistance to the county for development of FEMA Project Worksheets for Category A debris removal. He also served as technical advisor for FEMA eligibility determinations, contractor oversight, debris management site operations, and monitoring operations.

DEBRIS MONITORING SERVICES, STATE OF NEW JERSEY (2012 – 2013).

After Superstorm Sandy, Charles served as a Subject Matter Expert (SME) to provide technical assistance for the New Jersey Governor's Office of Recovery and Rebuilding (GORR), providing planning and operational support for recovery operations. He worked with other recovery team personnel to identify recovery strategies as they relate to debris removal operations, and provided assistance in the development, management and establishment of operational strategies for wet debris removal for New Jersey Department of Environmental Protection.

DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2012)

Charles provided technical assistance and served as SME for debris operations for the State in response to Hurricane Isaac (DR 4080). He served as technical advisor to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), providing planning and operational support for recovery operations. Charles also provided technical assistance and operational support and problem resolution to all local applicants for right-of-way debris removal, private property debris removal and private property demolition. He also provided problem resolution assistance and coordination for Public Assistance Category A and B grant funding and developed and reviewed project worksheets

DEBRIS REMOVAL EXERCISE, BALTIMORE METROPOLITAN COUNCIL, MARYLAND (2009)

As a FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Exercise Developer, Charles developed the first HSEEP-compliant exercise focused specifically on debris removal operations and coordination. This exercise was conducted for the Baltimore Metropolitan Council in 2009, which provides regional planning for the Baltimore, MD area, that includes Baltimore City, Baltimore County, Anne Arundel County, Howard County, and Harford County, MD.

DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2008 - 2009).

Under the Technical Assistance Contract, Charles served as Debris Manager for the State of Louisiana and coordinated debris operations across the state after Hurricanes Gustav and Ike (DR 1786 and 1791). He was responsible for coordinating and overseeing debris removal, identifying staffing and monitoring levels, establishing schedules and monitoring plans, developing Project Worksheets, and providing environmental and historical guidance.

DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, TEXAS (2008).

After Hurricanes Gustav and Ike, Charles served as Technical Assistance Coordinator and provided assistance to Houston and Galveston communities and Texas A&M to coordinate debris removal, Project Worksheet development, and management of historical and environmental guidance for all debris operations.

DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2005).

After Hurricanes Katrina and Rita (DR 1603 and 1607), Charles served as Louisiana's Debris Planning Manager under the TAC contract. He oversaw structural demolition activities and private property debris removal (PPDR), coordination, and development of planning strategies and operational

objectives related to debris removal, with liaison support to all federal, state, and local partners after Hurricanes Katrina and Rita. He later served as the State of Louisiana Deputy Debris Manager for Debris Operations, with the responsibility for overall coordination of debris operations for the State of Louisiana to include coordination of debris removal, identifying staffing and monitoring levels, establish monitoring operations plan, project worksheet development and management and environmental and historical guidance for all debris operations and project oversight.

Curt has more than 15 years of professional experience, including 10 years supporting and managing debris removal monitoring projects in response to major disasters.

Curt has served as Project Manager and Subject Matter Expert for debris removal monitoring projects following Hurricanes Isaias, Florence, Matthew, Irma, Maria, Hermine, and Isaac. He has also served in operations management positions for debris removal monitoring projects in North Carolina, following a severe winter ice storm, and in New Jersey, following Superstorm Sandy. To date, he has overseen the removal, management, and reduction of over 9 million cubic yards (CY) of various types of debris, including vegetative, C&D, hazardous trees, and white goods. He is experienced in Private Property Debris Removal (PPDR) and the process of obtaining Rights of Entry (ROEs). He has also managed debris removal operations in sites requiring coordination and compliance with environmental and historical preservation requirements. Prior to joining Witt O'Brien's, Curt proudly served in the US Coast Guard.

DEBRIS MONITORING MANAGEMENT, SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY (2021 - 2022)

Curt was the Project Manager for debris removal operations for the Authority following Hurricane Ida, for which he oversaw the removal of 6,783 CY of vegetative debris, 34,855 CY of C&D debris, and 517 hazardous trees, limbs, & stumps. His team also monitored the removal of 82 creosote pilings/timber, 49 tires, and 3 boats from levees; debris was deposited by high water during the storm. In addition, Curt assisted the client in developing the scope of work for the hauling contractor.

DEBRIS MONITORING MANAGEMENT, NEW HANOVER COUNTY, NORTH CAROLINA (2020)

Curt was the Project Manager for debris removal operations following Hurricane Isaias, for which he managed the removal of 173,344 CY of vegetative debris, 643 CY of C&D debris, 44,378 CY of mulch, and 743 hazardous trees, limbs, & stumps.

DEBRIS MONITORING MANAGEMENT, MOREHEAD CITY, NORTH CAROLINA (2020)

Curt served as the Project Manager for a specialized debris removal operation in Morehead City, NC, as a result of Hurricane Florence. He managed the identification, removal, and disposal of hazardous limbs, hazardous trees, and hazardous stumps from 2 historical cemeteries, which required coordination with archeological specialists to ensure compliance with environmental and historic preservation requirements.

DEBRIS MONITORING MANAGEMENT, NEW HANOVER COUNTY, NORTH CAROLINA (2018 – 2019)

Curt was the Project Manager for debris removal operations following Hurricane Florence, for which he managed the removal of over 1.6 million CY of vegetative and C&D debris as well as more than 7500 hazardous trees.

DEBRIS MONITORING MANAGEMENT, US VIRGIN ISLANDS (2017 – 2018)

Curt worked in the US Virgin Islands as the Debris Manager for St. Thomas island, and the Debris SME for all of the Virgin Islands. He managed the removal of USVI WAPA (Water and Power Authority) debris generated by Hurricanes Irma & Maria. After completing the WAPA debris project, he worked as

CURT JOHNSON
PROJECT MANAGER



YEARS OF EXPERIENCE
20 Years

LICENCES/CERTIFICATIONS/TRAINING
FEMA IS-100.c, FEMA IS-101.c,
FEMA IS-102.c, FEMA IS-200.c,
FEMA IS-230.d, FEMA IS-235.c,
FEMA IS-632.a, FEMA IS-700.b,
FEMA IS-800.c

Certified Hazard Analysis and
Critical Control Points (HACCP)
Manager

the Debris Manager for St. Thomas, St. John, Water Island and St. Croix, overseeing the electronic mapping of all hazardous limbs, hazardous trees, and hazardous stumps for the USVI Department of Public Works.

DEBRIS MONITORING MANAGEMENT, MULTIPLE CLIENTS, FLORIDA (2017)

Following Hurricane Irma (2017), Curt served as Project Manager for the debris removal monitoring operations for multiple cities and counties in Central Florida, including Gainesville, Alachua County, and the City of Edgewater, FL. Total amounts monitored included more than 425,000 CY of vegetative and C&D debris, and 32,000 hazardous trees. Additionally, he managed the South Florida Data Processing Center in Ft. Lauderdale, FL, which handled the data reconciliation process for 17 individual municipalities.

DEBRIS MONITORING MANAGEMENT, LIVINGSTON PARISH, LA (2016)

Curt served as Operations Manager and assistant Project Manager for the debris removal operations for Livingston Parish, LA, following a major flood (2016). This project involved the removal and disposal of more than 850,000 CY of vegetative, C&D, and putrescent debris as well household hazardous waste, e-waste, white goods, and refrigerant. During this activation, Curt oversaw the execution of over 2,000 ROEs and the subsequent Private Property Debris Removal (PPDR) of those parcels.

DEBRIS MONITORING MANAGEMENT, EDGEWATER AND PONCE INLET, FLORIDA (2016)

Curt served as Project Manager for the debris removal operations for Edgewater, FL and Ponce Inlet, FL following Hurricane Matthew (2016). He managed the removal of nearly 275,000 cubic yards of vegetative and C&D debris and 2800 hazardous trees.

DEBRIS MONITORING MANAGEMENT, LEON COUNTY AND TALLAHASSEE, FLORIDA (2016)

Curt served as the Operations Manager and Project Manager for the debris removal operations for Tallahassee and Leon County, FL, following Hurricane Hermine.

DEBRIS MONITORING & CLEAN-UP, SANTA BARBARA, CALIFORNIA (2015)

Curt was a Division Supervisor for Witt O'Brien's, overseeing all oil cleanup efforts by contractors for the Plains All American Pipeline spill in Santa Barbara, California.

DEBRIS MONITORING MANAGEMENT, NEW HANOVER COUNTY, NORTH CAROLINA (2014)

Following the severe winter storms of 2014, Curt managed the debris removal effort in New Hanover County, North Carolina, overseeing debris removal operations of more than 125,000 CY of vegetative debris and 1000 hazardous trees.

DEBRIS MONITORING MANAGEMENT, BOROUGH OF UNION BEACH, NEW JERSEY (2012 – 2013)

Following Superstorm Sandy (2012), Curt served as assistant project manager in the overall debris monitoring operations for the Borough of Union Beach, New Jersey, which involved nearly 7,000 CY of C&D debris.

DEBRIS MONITORING MANAGEMENT, ST. BERNARD PARISH, LOUISIANA (2012)

Curt served as Assistant Project Manager responsible for the debris monitoring operations for St. Bernard Parish, Louisiana in the recovery from Hurricane Isaac.

Rodney Byrd has more than 20 years of senior management experience, including 5 years in the management of disaster recovery and debris monitoring.

Rodney has an advanced working knowledge of eligibility guidelines for FEMA debris regulations and funding programs. Rodney has both managed and been a part of management teams monitoring the successful removal of millions of cubic yards (CY) of storm-related debris, including vegetative and construction and demolition (C&D) debris, hazardous trees, household hazardous waste, and e-waste. He is adept at handling complex, on-site operations and has successfully managed large monitoring teams (e.g., nearly 100 staff for Hurricane Florence). In 2020, Rodney was responsible for the successful execution of four debris monitoring contracts simultaneously.

He is experienced in debris removal not only from public Right of Way (ROW) but also Private Property Debris Removal (PPDR) and the process of obtaining Right of Entry (ROEs), private roads, commercial property, and state roads. He has served as the Project Manager for debris monitoring operations following Hurricanes Harvey, Irma, Maria, Florence, Barry, Laura, Zeta, and Ida for multiple clients. Rodney has experience dealing with state and federal agencies to ensure all requirements are met for reimbursement.

Prior to joining Witt O'Brien's, Rodney had 20 years of experience in managing multi-level retail operations with successively increasing seniority and responsibilities. In this capacity, he was responsible for supervising teams of hundreds of employees.

DEBRIS MONITORING PROJECT MANAGER, NEW ORLEANS, LA (2021 - 2022)

Rodney served as the Project Manager for debris removal monitoring operations in the City of New Orleans following Hurricane Ida (2021). He managed the team of more than 120 staff monitoring the removal of 220,073 CY of vegetative debris, 74,431 CY of mulch, 61,981 CY of C&D, 16,730 hazardous trees/limbs, and 80 hazardous stumps. Furthermore, the City of New Orleans had to employ its debris hauler to remove the City's solid waste; under Rodney's leadership, Witt O'Brien's established a dedicated team of more than 40 monitors to oversee removal of 8,306,665 lbs of solid waste (trash).

DEBRIS MONITORING PROJECT OVERSIGHT, MULTIPLE CLIENTS, LA (2021 - 2022)

In his capacity as Witt O'Brien's Regional Manager, Rodney provided oversight for four debris monitoring projects following Hurricane Ida. The clients served were the City of Thibodaux, Lafourche Parish, the Greater Lafourche Port Commission, and the Southeast Louisiana Flood Protection Authority. Across all four projects, the teams monitored more than 1.7 million CY of vegetative and C&D debris and 9,000 hazardous trees/limbs.

DEBRIS MONITORING PROJECT MANAGER, NEW ORLEANS, LA (2020 - 2021)

Rodney served as the Project Manager for debris removal monitoring operations in the City of New Orleans following Hurricane Zeta (2020). He oversaw two hauling contractors for removal of 72,282 CY of vegetative debris, 11,220 CY of C&D debris, 19,758 CY of mulch, and 4,550 hazardous trees. He was responsible for managing a team of up to 60 monitors and supervisors. He managed the reduction and haul-out of mulch and provided the required weekly debris management reports (WDMRs) to

RODNEY W. BYRD **OPERATIONS MANAGER**



YEARS OF EXPERIENCE
25 Years

LICENCES/CERTIFICATIONS/TRAINING
IS-632.a; IS-633; IS-100.c; IS-200; IS-200.b; IS-700.b; IS-800.c; IS-300; IS-400

OSHA 24-Hour HAZWOPER

Louisiana DEQ on reduction progress. At the client's request, he oversaw the development of frequently updated GIS maps that presented data on debris removal progress in cleared subzones. The City then shared the data through social media to keep the public informed.

DEBRIS MONITORING PROJECT MANAGER, RUSTON, LA (2020)

Rodney served as the Project Manager for debris removal operations in the City of Ruston following Hurricane Laura, overseeing the removal of 15,078 CY of debris from public right of way (ROW). He was responsible for managing a team of 15 monitors and supervisors.

DEBRIS MONITORING PROJECT MANAGER, LAFOURCHE PARISH, LA (2020)

Rodney served as the Project Manager for debris removal monitoring operations for public right of way (ROW) in Lafourche Parish following Hurricane Zeta. Rodney managed the removal of 67,468 CY of vegetation and C&D debris. He oversaw the final disposal of vegetative debris, which was burned in accordance with state regulations and haul-out of C&D debris to landfill for final disposal. Rodney provided the required weekly debris management reports (WDMRs) to Louisiana DEQ on the burning progress. He was responsible for managing a team of up to 15 monitors and supervisors.

DEBRIS MONITORING PROJECT MANAGER, NATCHITOCHE PARISH, LA (2020)

Rodney served as the Project Manager for debris removal monitoring operations for public ROW in Natchitoches Parish following Hurricane Laura, overseeing the removal of 18,430 CY of vegetative debris and 7,447 hazardous trees. In addition to overseeing the final disposal of waste, which was burned in accordance with state regulations. He provided the required WDMRs to Louisiana DEQ on reduction progress. He was responsible for managing a team of up to 45 monitors and supervisors.

DEBRIS MONITORING PROJECT MANAGER, LAFOURCHE PARISH, LA (2019)

Rodney served as the Project Manager for debris removal monitoring operations for public ROW and state roads in Lafourche Parish following Hurricane Barry. Rodney managed the removal of 8,415 CY of vegetative debris and oversaw the final disposal of waste, which was burned in accordance with state regulations. He provided the required weekly debris management reports (WDMRs) to Louisiana DEQ on burning progress. He was responsible for managing a team of up to 15 monitors and supervisors.

DEBRIS MONITORING PROJECT MANAGER, CITY OF WILMINGTON, NORTH CAROLINA (2018)

Rodney served as the Project Manager for debris removal operations in the City of Wilmington following Hurricane Florence, overseeing the removal of approximately 896,462 CY of debris and nearly 10,000 hazardous trees. He managed the reduction and haul-out of mulch, as well as removal of debris from state roads, private property, private roads, and commercial properties, and the process of obtaining Right of Entry (ROEs) for all Private Property Debris Removal (PPDR). He was responsible for managing a team of nearly 100 monitors and supervisors.

HURRICANE RECOVERY SUPPORT, U.S. VIRGIN ISLANDS (2018)

Rodney supervised mapping efforts in the Virgin Islands to identify hazardous limbs, trees, and stumps eligible for FEMA reimbursement following hurricanes Irma and Maria.

DEBRIS MONITORING MANAGEMENT, VARIOUS CLIENTS, TEXAS (2017)

Rodney managed field operations on multiple projects during the Hurricane Harvey response, resulting in the collection of over 700,000 CY of public ROW debris in Waller County, Clearbrook City Municipal Utility District, West University Place, TX, and Port Arthur, TX. Debris types included C&D debris, white

goods, and e-waste. Port Arthur, TX and West University Place, TX also involved monitoring and disposal of household hazardous waste.

DEBRIS MONITORING PROJECT MANAGER, VARIOUS CLIENTS, GEORGIA (2017)

Rodney served as the Project Manager for Glynn County and the City of Brunswick during the debris removal operations following Hurricane Irma. He managed the successful removal of approximately 685,000 CY of vegetation and C&D and more than 10,000 hazardous trees, as well as the reduction of mulch. Glynn County also required Private Property Debris Removal (PPDR) and private roads, which involved verification of Right of Entry (ROEs).

James Gross has five years of experience in field operations of debris removal monitoring in response to major disasters. James has served as a Project Manager, Operations Manager, Field Supervisor, DMS Supervisor, and Field Monitor for debris monitoring projects following Hurricanes Matthew, Irma, Maria, Florence, and Ida. To date, he has supported projects totaling nearly 2 million cubic yards (CY) of various types of debris. Prior to joining Witt O'Brien's, James was the assistance maintenance manager at Yellowstone National Park. He managed a crew of sixteen personnel to oversee daily maintenance tasks and reports

DEBRIS PROJECT MANAGER, GREATER LAFOURCHE PORT COMMISSION, LA (2021 - 2022)

In response to Hurricane Ida, James is serving as the Project Manager overseeing the Witt O'Brien's team debris removal operations. The team has removed more than 50,000 CY of C&D debris, reduced CD haul-out, and recyclable C&D haul-out.

DEBRIS OPERATIONS MANAGER, CITY OF THIBODAUX, LA (2021)

James served as the Operations Manager for debris removal operations following Hurricane Ida. The team monitored the removal of 86,723 CY of vegetative debris, 28,092 CY of mulch, 18,968 CY of C&D, 7,839 CY of reduced C&D haul-out, and 746 hazardous trees/limbs.

DEBRIS OPERATIONS MANAGER, NEW HANOVER COUNTY, NC (2018 – 2019)

Following Hurricane Florence, James served as the Operations Manager for debris removal operations, providing oversight over field operations, field supervisors, and field monitors. The team monitored the removal of 1,603,715 CY vegetative and C&D debris and 7,690 hazardous trees.

DEBRIS SUPERVISOR US VIRGIN ISLANDS (2017 - 2018)

James worked in the US Virgin Islands as the Debris Monitoring Site Supervisor and Field Supervisor for St. Thomas Island after Hurricanes Irma and Maria. He managed the disposal management site for removal of USVI WAPA (Water and Power Authority) debris generated by the hurricanes. After completing the WAPA debris project, he worked as a Field Supervisor completing the electronic mapping of all hazardous limbs, hazardous trees and hazardous stumps for the USVI Department of Public Works.

DEBRIS SUPERVISOR, MULTIPLE CLIENTS, FL (2017)

James served as a Field Supervisor and DMS Supervisor for the Central Florida jurisdictions of Edgewater and Fernandina Beach for the debris removal operations following Hurricane Irma. The combined operations involved more than 100,000 CY of vegetative and C&D debris and nearly 4,500 hazardous trees/limbs.

DEBRIS FIELD MONITOR, EDGEWATER, FL (2016)

James served as a field monitor for the debris removal operations for Edgewater, FL following Hurricane Matthew. He monitored the removal of vegetative and C&D debris.

JAMES GROSS
FIELD SUPERVISOR



YEARS OF EXPERIENCE

9 years

EDUCATION

Wyotech Technical School

Daytona State College.

LICENCES/CERTIFICATIONS/TRAINING

IS-632.a, IS-633, IS-100, IS-120, IS-200, IS-240, IS-700, IS-800

Structural Welding Certified, Heavy Equipment Operator

Valarie Philipp is an Associate Managing Director at Witt O'Brien's and a registered Professional Engineer (PE) in the states of Florida and Georgia.

Valarie has more than 20 years of experience in disaster preparedness, response, and FEMA Public Assistance (PA) recovery support. She has assisted state, county, and municipal governments; health care providers; educational institutions; and non-governmental organizations (NGOs) with disaster preparedness, response, and recovery. She is a subject matter expert in grants management, cost recovery, FEMA disaster closeouts, procurement compliance, and appeals resolution. She also has extensive experience with debris monitoring and operations support. Valarie regularly assists governmental clients with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing FEMA program training initiatives.

Presently, Valarie is serving as the interim practice lead for all FEMA PA and grant recovery efforts in the continental United States. Prior to joining Witt O'Brien's, Valarie served as FEMA Technical Assistance Contractor (TAC) from 2004 – 2006, where she performed building damage assessments, prepared cost estimates, developed Project Worksheets (PWs), managed building assessment teams, and served as the Deputy Public Assistance Coordinator (PAC) for debris operations for Hurricane Katrina in South Florida. She also worked as a structural engineer for Wiss, Janney, Elstner, and Associates, undertaking forensic investigations, structural analysis, repair design, construction period services, and litigation support for structural failures, construction defects and natural disasters.

COVID-19 RECOVERY SUPPORT, NATIONWIDE (2020 – PRESENT)

Valarie is currently serving as the Project Manager for multiple COVID-19 cost recovery projects involving FEMA and other Federal grants supporting municipal, educational, and healthcare clients with their expenditure tracking, grant eligibility analysis, grant submittal, CARES act grant accountability, cost recovery, audit, and compliance.

HURRICANE DORIAN DISASTER RECOVERY SUPPORT, VARIOUS FLORIDA CLIENTS (2019 – PRESENT)

Valarie is currently serving as the Project Manager for 6 FEMA PA projects supporting clients in Florida with their PW preparation and submittal including Category A, B, E and G damages totaling approximately \$10 million.

**VALARIE PHILIPP
FEMA REIMBURSEMENT SPECIALIST**



YEARS OF EXPERIENCE

24 Years

EDUCATION

University of Florida
MSCE – Master's, Structural Engineering

University of Florida
B.S. – Civil Engineering

LICENCES/CERTIFICATIONS

Professional Engineer (PE):
Florida and Georgia

TRAINING

FEMA Classroom Training:

Operations I, Cost Estimating Format,
G-202 – Debris Management

FEMA EMI Courses: FEMA IS-008, FEMA IS-056, FEMA IS-100, FEMA IS-156, FEMA IS-200, FEMA IS-253, FEMA IS-279, FEMA IS-300, FEMA IS-318, FEMA IS-340, FEMA IS-386, FEMA IS-393, FEMA IS-400, FEMA IS-403, FEMA IS-547, FEMA IS-613, FEMA IS-631, FEMA IS-632, FEMA IS-700, FEMA IS-800, FEMA IS-801, FEMA IS-803, and more

DISASTER RECOVERY SUPPORT, BOARD OF TRUSTEES OF BAY MEDICAL CENTER - BAY HEALTH FOUNDATION, FLORIDA (2019 – PRESENT)

Valarie is responsible for the management and oversight of a team of personnel working to support Bay Health Foundation with recovery from the devastating impacts of Hurricane Michael that struck the Florida Panhandle as a Category 5 hurricane in October 2018. The damages documented on FEMA projects to date total over \$124 million. The hospital facilities sustained significant damages to many of their health care facilities county-wide with many buildings condemned and in need of complete replacement. The project has required working with outside teams of engineers, architects, and construction firms to assess damages, develop repair and replacement strategies, and complete the vision for a functional and accessible community hospital to serve the needs of the surrounding area.

HURRICANE IRMA DISASTER RECOVERY SUPPORT, VARIOUS CLIENTS, FLORIDA (2017 – PRESENT)

Valarie is managing 10 disaster debris monitoring projects in Florida (9 in Broward County and 1 in Palm Beach County) and 15 FEMA grants management projects, some still in process, resulting from Hurricane Irma that impacted Florida and Georgia in September 2017. PWs were prepared for Categories A, B, C, E, F, and G for damages totaling \$74.7 million.

DISASTER RECOVERY SUPPORT, SCHOOL BOARD OF BROWARD COUNTY (SBBC), FL (2008 – PRESENT)

Valarie has directed SBBC's long-term recovery efforts after the various disasters that impacted the Broward County School District from 2004 to 2020 including the COVID-19 response and recovery. She has overseen the reconciliation and closeout of debris removal projects, emergency protective measures, and permanent work that totaled more than \$60 million.

Valarie has assisted with gathering, reviewing, and compiling the relevant documentation for the final inspection and closeout of PWs up through the 2016 disasters. This has involved identifying and pursuing more than \$9 million in unclaimed FEMA funds and project cost over-runs, as well as more than \$3 million in originally unclaimed insurance benefits.

When FEMA's Office of the Inspector General (OIG) conducted an audit of 32 of the School Board's projects, which documented \$15 million in damages, Valarie assisted by gathering and submitting supporting documentation to satisfy the audit findings and conditions through project closeout. She also prepared formal appeals to FEMA to dispute adverse funding decisions, successfully recovering over \$1.7 million in de-obligated funds.

Most recently, she has supported efforts to comply with updates to the FEMA program guidelines including updating procurement policies and procedures to align with federal procurement regulations as well as implementing disaster expenditure recording procedures to capture damages through the County by department, location, and by FEMA category of work.

SUPERSTORM SANDY RECOVERY, BOROUGH OF ALLENDALE, NJ (2013 – 2018)

Valarie assisted the Borough of Allendale, New Jersey with their recovery efforts from Superstorm Sandy. She worked with the borough, state, and FEMA to prepare PWs and to prepare subsequent reimbursement requests and final closeout packages. She reviewed disasters that remained open prior to Sandy and prepared reports on their completeness to provide to the state to complete disaster closures. Valarie also prepared the Borough's FEMA project packages for Winter Storm Jonas that hit in February 2016.

LONG-TERM RECOVERY EFFORTS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FLORIDA (2008 – 2015)

Valarie assisted FDOT with recovery efforts from the Spring 2014 flooding that impacted North Florida. She had previously served as FDOT's PAC and helped the department perform closeout activities for 110 large PWs related to nine State-declared disasters from 2004-2008, which represented more than \$75 million in obligated funds. She assisted with final inspections, appeals, and grant reimbursements, and QA/QC services.

Valarie also worked with FDOT districts in Southeastern Florida to compile supporting documents to ensure the successful allocation of obligated funding. She prepared and reviewed documentation to file Detailed Damage Inspection Reports (DDIRs) with the Federal Highway Administration (FHWA) for multiple jurisdictions throughout the Miami-Dade area, which totaled more than \$8 million in federal disaster aid.

Valarie assisted with the development of FEMA PA and FHWA-ER training materials for FDOT and other local government applications. She delivered training to more than 3,000 representatives and public officials across the State of Florida from the Panhandle to the Keys.

LONG-TERM RECOVERY EFFORTS, CITY OF MIAMI, FL (2008 – 2012)

Valarie provided oversight and guidance for the City of Miami's long-term recovery efforts. She assisted city staff with all aspects of the debris planning and preparation process, from project inception through disaster closure and financial audits. She also supported the final inspection and closeout of 27 large PWs that represented more than \$34 million in obligated funds. The majority of the PWs were related to debris removal and emergency protective measures.

Valarie secured more than \$9.5 million in unclaimed obligated funds and cost overruns, which resulted in successful project closeouts. To secure the funds, Valarie collected, reviewed, and prepared all pertinent documentation from various City departments.

She also assisted the City in preparing a response to findings from an audit by FEMA's OIG. Her assistance led to the recovery of more than two-thirds of the \$3.8 million of funds in question. She worked with the City to complete a FEMA-approved Disaster Debris Management Plan and assisted during the bidding and contracting phases. She also helped select and approve a temporary debris management site and facilitated annual debris coordination meetings with City staff and contracted vendors.

RECOVERY EFFORTS, FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FLORIDA (2006 – 2008)

While working with FDEM, Valarie served as the Lead PAC responsible for recovery efforts in Miami-Dade County, which included 218 municipal and private non-profit organizations applying for more than \$560 million in federal funds. She oversaw PA program activities for six State of Florida declared disasters, which impacted the Miami metro area in 2004 and 2005.

TECHNICAL ASSISTANCE CONTRACTOR (TAC), FEMA, FLORIDA (2004 – 2006)

While working with FEMA, Valarie assisted Palm Beach County's (Florida) efforts to respond to Hurricanes Frances and Jeanne. She performed building damage assessments, prepared cost estimates, wrote PWs, and managed building assessment team members. She also assisted applicants in Miami-Dade and Broward Counties for Hurricanes Katrina and Wilma. During the recovery efforts, Valarie helped determine debris removal project eligibility and funding obligations. She also managed debris specialists and performed QA/QC to help resolve special projects.

Sheletta Cossey has more than 10 years of professional experience, including more than 5 years of experience in debris monitoring, project data management, and data administration.

Sheletta serves as Witt O'Brien's Data Management Lead, overseeing data processes and procedures for reimbursement for all debris monitoring projects from start-up through reconciliation and close-out. She is a thoroughly trained as a debris specialist as well as knowledgeable in data reconciliation purposes, having reconciled data for nearly 7 million cubic yards (CY) of debris across multiple large-scale debris monitoring projects.

As data manager, she manages the electronic ticketing process from its inception, which involves determining cubic yard estimations, managing upwards of 3,000 tickets, and 20,000 CY daily. Following Hurricane Irma, Sheletta managed the South Florida Data Processing Center, overseeing the work of 12 to 36 data entry clerks. She is also experienced in providing statistical data and operational coordination, preparation, and organization of disaster recovery data.

When not activated to support specific monitoring contracts and operations, Sheletta is the Witt O'Brien's Regional Manager for stand-by debris monitoring contracts in Broward County, Miami Dade County, Lee County, and Manatee County in Florida, providing on-going client relationship management and pre-event planning.

Prior to joining Witt O'Brien's, Sheletta worked in financial advisement and management, which provides her with the necessary skills in ensuring robust and accurate data management. She is accustomed to working closely with clients to analyze financial data and objectives, including account management, advisement strategies, risk tolerance, and updating client portfolios.

DATA MANAGER, DEBRIS MONITORING, NEW ORLEANS, LA (2021 - 2022)

Sheletta served as data manager in the City of New Orleans to support debris removal monitoring operations following Hurricane Ida (2021). The team monitored more than 350k CY of vegetative and C&D debris and 16,730 hazardous trees/limbs. In addition, Witt O'Brien's monitored the City's use of the hauling contractor for removal of more than 8.3 million pounds of solid waste. She is currently supporting project close-out and reconciliation of invoices.

REGIONAL DATA MANAGER, DEBRIS MONITORING, MULTIPLE CLIENTS, LA (2021 – 2022)

Following Hurricane Ida, Sheletta served as the Regional Data Manager for debris monitoring projects for the City of Thibodaux, Lafourche Parish, the Greater Lafourche Port Commission, and the Southeast Louisiana Flood Protection Authority. Across all four projects, the teams monitored more than 1.7 million CY of vegetative and C&D debris and 9,000 hazardous trees/limbs.

DATA MANAGER, DEBRIS MONITORING, NEW ORLEANS, LA (2020 - 2021)

Sheletta served as data manager in the City of New Orleans to support debris removal monitoring operations following Hurricane Zeta. She managed the QA/QC process and reconciliation of 103,260

SHELETTA COSSEY
DATA CLERK



YEARS OF EXPERIENCE

13 Years

EDUCATION

Allied American University, B.S. Business Administration

LICENCES/CERTIFICATIONS/TRAINING

FEMA: IS-1000, IS-1101, IS-1002, IS-100 IS-200, IS-230, IS-235, IS-300, IS-318, IS-400, IS-632.a, IS-633, IS-650, IS-700, IS-800, 24-Hour HAZWOPER

CY of vegetative and C&D and the removal of 4,550 hazardous trees. She is currently supporting project close-out and reconciliation of invoices.

REGIONAL DATA MANAGER, DEBRIS MONITORING, NATCHITOCHE PARISH AND RUSTON, LA (2020)

Sheletta served as the Regional Data Manager for Natchitoches Parish and City of Ruston following Hurricane Laura. For both projects, she oversaw the QA/QC process and reconciliation of 33,508 CY of debris and 7,447 hazardous trees.

FEMA PUBLIC ASSISTANCE AUDIT SUPPORT, VARIOUS CLIENTS, FL (2018 – PRESENT)

Following Hurricane Irma, in support of the Category A Debris Removal project preparation, obligation and reimbursement process, both FEMA and the State of Florida conducted audits of all debris projects documentation to ensure compliance with federal and state requirements. Sheletta has been managing the response to the audits and requests for information for all Witt O'Brien's debris clients who require assistance in providing the required documentation to satisfy programmatic requirements and support eligibility of the costs.

DEBRIS MONITORING DATA MANAGER, NEW HANOVER COUNTY, NC (2018 – 2019)

Sheletta served as Data Manager for Witt O'Brien's debris monitoring and management for New Hanover County, NC following Hurricane Florence. The team monitored the removal of 1,246,902 CY of vegetative debris, and 77,057CY of C&D debris, and 279,664 CY of mulch. Sheletta provided daily updates on total cubic yards of debris hauled, QA/QC of ticketing data, and reconciliation of financial hauling data.

DEBRIS MONITORING DATA MANAGER, CITY OF WILMINGTON, NC (2018 – 2019)

Sheletta served as the data manager for disaster recovery debris monitoring for the City of Wilmington following Hurricane Florence. Totals for City were 769,613 CY of vegetative debris, 17,035 CY of C&D debris, 109,814 CY of mulch, and 9,859 hazardous trees. Sheletta provided daily updates on total cubic yards of debris hauled, QA/QC of ticketing data, and reconciliation of financial hauling data.

DEBRIS MONITORING DATA MANAGER, MULTIPLE CLIENTS IN FLORIDA AND GEORGIA (2017 – 2018)

Witt O'Brien's was engaged in debris monitoring and management of multiple client operations in Florida and Georgia after Hurricane Irma. The team monitoring the removal of nearly 4.3 million CY ROW vegetative debris, approximately 208,000 CY of C&D debris, and hauled approximately 702,000 CY of mulch. Across these nearly 30 cities, towns, and counties, Sheletta served as the data manager for all debris monitoring activities. She managed the work of 12 to 36 Data Entry clerks in the South Florida Data Processing Center in Ft. Lauderdale and Ocala, Florida.

DEBRIS MONITORING DATA MANAGER, SAVANNAH, GA (2016 – 2017)

Sheletta was the Data Manager for disaster recovery debris monitoring for Savannah following Hurricane Matthew in 2016. The hurricane dropped 17 inches of rain on the historic city and caused massive amounts of hazardous storm-related debris. Witt O'Brien's monitored the removal of 450,000 CY of various types of debris, including 49,000 CY of waterway debris; 1,232 hazardous trees; 26,230 hazardous limbs; and 338 hazardous stumps. Debris removal was made more complex by the city's many historic landmarks and museums. Sheletta provided expert documentation services to support FEMA cost reimbursement services, which totaled nearly \$15 million, including archaeological services.



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EXHIBIT "C"
DISASTER DEBRIS MONITORING SERVICES
PRICE SUBMITTAL SCHEDULE FORM

Form 8: PRICE SUBMITTAL SCHEDULE

Below we provide a table of positions and rates for debris monitoring services. These rates are fully burdened with all travel and ODCs, as the RFP indicated that the travel and lodging are not covered by the Town. Should travel / ODCs be reimbursable with no mark-up, Witt O'Brien's would be happy to adjust rates accordingly.

<u>POSITIONS</u>	<u>HOURLY RATE</u>
Project Manager	\$ 80.00
Operations Manager / Assistant Project Manager	\$ 62.00
GIS Specialist	\$ 68.00
Field Supervisor	\$ 49.00
Debris Site / Tower Monitors	\$ 32.50
Load Site / Field Monitors	\$ 32.50
Data Manager	\$ 52.00
Data Entry Clerks	\$ 32.00
Administrative Assistant	\$ 32.00
Billing Invoice Analyst	\$ 49.00

The Scope of Work indicates that in addition to debris monitoring, the Town may also require comprehensive services to support oversight and management of FEMA Public Assistance applications. The Town may also need assistance in developing a comprehensive emergency management plan (CEMP) and mitigation program. Below we provide a table of positions and rates for these additional services. These rates are also fully burdened with all travel and ODCs.

<u>Positions</u>	<u>Hourly Rate</u>
Project Manager – Grants	\$ 168.00
Subject Matter Expert	\$ 155.00
Senior Grants Manager	\$ 164.20
Grant Manager	\$ 154.90
Senior Planner	\$ 120.00
Planner	\$ 90.00
Senior Mitigation Advisor	\$ 155.00
Mitigation Specialist	\$ 130.00
Document Control Specialist	\$ 79.00
Administrative Assistant – Grants	\$ 45.00

EXHIBIT "D"
FEMA CONTRACT PROVISIONS GUIDE

Contract Provisions Guide

Navigating Appendix II to Part 200—Contract Provisions
for Non-Federal Entity Contracts Under Federal Awards

Procurement Disaster Assistance Team (PDAT)

June 2021

(FI-207-21-0001)



FEMA

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Introduction

FEMA grant recipients and subrecipients (also known as non-federal entities or NFEs)¹ will often use contractors to help them carry out work under their awards. These contracts are a commercial transaction between the NFE and its contractor, and FEMA has no contractual relationship with NFEs' contractors. Although FEMA is not a party to the contract, if an NFE is using federal funding to pay for the contract, the NFE must comply with federal laws, including the [federal procurement standards](#).

This Guide is applicable to *all* NFEs purchasing in support of declarations and FEMA awards issued on or after November 12, 2020 and reflects [Office of Management and Budget \(OMB\) revisions](#) to the federal procurement standards.

For FEMA declarations and awards issued between December 26, 2014 and November 11, 2020 please refer to the [Contract Provisions Template](#). While the *Contract Provisions Template* is only directly applicable to FEMA's Public Assistance (PA) Program, all FEMA grant recipients and subrecipients are encouraged to review this resource since it provides guidance on the federal procurement under grants regulations.

The federal procurement standards for NFEs are described in Title 2 of the Code of Federal Regulations (C.F.R.), Part 200, sections 200.317-200.327. [2 C.F.R. § 200.327](#) states that “the non-federal entity's contracts *must contain the applicable provisions* described in [Appendix II to this part](#)” (emphasis added).

This Guide is designed to help FEMA grant recipients and subrecipients navigate Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, including providing mandatory language and/or suggested language for each required contract provision. This Guide also describes contract clauses that FEMA *recommends* in addition to those required by 2 C.F.R. Part 200.

This Guide provides:

- Sample language or references to find sample language for some of the federally required clauses.
- Required language for clauses that require exact language.

¹ Non-federal entity is defined as a state, local government, Indian tribe, institution of higher education, or nonprofit organization carrying out a federal award as a recipient or subrecipient. 2 C.F.R. § 200.1. State is defined as “any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.” 2 C.F.R. § 200.1. The term “non-state entity” therefore refers to a non-federal entity other than a state, which includes local and tribal governments as well as nonprofit organizations.

- Sample language for some of the federally recommended clauses.

This Guide does *not* provide:

- Sample language for certain federally required or recommended clauses that must be included in accordance with the NFE's applicable laws, rules, and procedures.
- Provisions required by applicable state, tribal, or local laws or rules separate from the federal provisions.

Many of the provisions described in this Guide only apply when certain circumstances are present, such as the type of work being procured, the dollar amount, or the date when it is procured. Each section will describe the applicable requirements.

NOTE: The NFE is solely responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. Part 200, including 2 C.F.R. § 200.327 and Appendix II. While the Contract Provisions Guide provides general guidance, NFEs should reach out to their applicable [FEMA grant program representative\(s\)](#) if they have specific questions on the applicability of the contract provisions to a particular FEMA grant program. NFEs are encouraged to visit www.fema.gov for additional information regarding FEMA grant programs and www.fema.gov/grants/procurement for procurement under grants reference material.

Summary of Applicable Federal Procurement Standards

For the NFE to determine which federal procurement rules to follow, it must first determine whether it is a state entity or a non-state entity. Below are the federal procurement rules applicable to state and non-state entities effective November 12, 2020:

- [State entities](#)², including their agencies and instrumentalities, must follow their own documented procurement policies and procedures when purchasing under a FEMA award pursuant to 2 C.F.R. § 200.317. These entities must also comply with socioeconomic affirmative steps (2 C.F.R. § 200.321), requirement for domestic preferences for procurement (2 C.F.R. § 200.322), the requirements for procurement of recovered materials (2 C.F.R. § 200.323) and ensure that all necessary contract provisions are included in their contracts (2 C.F.R. § 200.327).
- NFEs other than states (collectively referred to as non-state entities³), which include local governments, tribes and eligible private nonprofit organizations, must have documented procurement policies and procedures, which reflect applicable local, state or tribal law, and ensure compliance with the federal requirements listed at 2 C.F.R. §§ 200.318 – 200.327.

² A state entity is “any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.” 2 C.F.R. § 200.1

³ A non-state entity is any non-federal entity (as defined above) other than a state (as defined above).

In the case of noncompliance with the federal procurement rules, FEMA may apply a remedy, as appropriate, in accordance with its authorities found at 2 C.F.R. § 200.339 *Remedies for Noncompliance*.

Policy and Guidance Document(s) Incorporated and Superseded

This Guide supersedes the [Contract Provisions Template](#) and other provisions pertaining to the procurement under grants process in policy or guidance circulated prior to the publication date of the Contract Provisions Guide. This Guide provides the most updated and authoritative information regarding required provisions under Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and FEMA-recommended contract provisions.

Document Management and Maintenance

FEMA Policy FI-207-21-0001, Contract Provisions Guide, will be reviewed, reissued, revised, and/or rescinded within four years for the issue date. The Procurement Disaster Assistance Team (PDAT), a subcomponent of FEMA's Grant Programs Directorate's (GPD) Policy Division, developed this Guide to provide accurate and updated information to assist both FEMA staff and FEMA award recipients and subrecipients navigate Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. PDAT is responsible for the management and maintenance of this Guide. Comments and feedback from FEMA personnel and stakeholders regarding this Guide should be directed to the Grants Program Directorate Policy Division at FEMA headquarters (HQ) at FEMA-GPD-Policy@fema.dhs.gov.

Contract Provisions Quick Reference Guide

Tables A and B are designed to help FEMA grant recipients and subrecipients conduct a quick reference of the applicability of a specific contract provision and whether sample contract language is included within this Guide to incorporate within the NFE's contract.

The Tables are divided between the required contract provisions set forth under 2 C.F.R. Part 200 Appendix II and those that FEMA *recommends* in addition to those required by 2 C.F.R. Part 200.

Table A: Required Contract Provisions *(continued next page)*

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
1	Legal/contractual/administrative remedies for breach of contract	Greater than Simplified Acquisition Threshold (SAT)- \$250,000	No. It is based on NFE's procedures.
2	Termination for cause and convenience	Greater than \$10,000	No. It is based on NFE's procedures.
3	Equal Employment Opportunity	Construction work	Yes. Exact language from 41 C.F.R. § 60-1.4(b) included.
4	Davis-Bacon Act	Construction work	Yes, via reference to required language at 29 C.F.R. § 5.5(a).
5	Copeland "Anti-Kickback" Act	Construction work greater than \$2,000	Yes.
6	Contract Work Hours and Safety Standards Act	Greater than \$100,000 + mechanics or laborers	Yes. Exact language required from 29 C.F.R. § 5.5(b).
7	Rights to inventions made under a contract or agreement	Funding agreement	Yes.
8	Clean Air Act and federal Water Pollution Control Act	Greater than \$150,000	Yes.
9	Debarment and Suspension	Greater than \$25,000	Yes.
10	Byrd Anti-Lobbying Amendment	Greater than \$100,000; and Certification required for all contracts greater than \$100,000	Yes. Clause and certification.

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
11	Procurement of Recovered Materials	NFE is a state or political subdivision of a state. Work involves the use of materials and the contract is for more than \$10,000.	Yes.
12	Prohibition on Contracting for Covered Telecommunications Equipment or Services	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.
13	Domestic Preferences for Procurements	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.

Table B: Recommended Contract Provisions

	Provision	Applicability	Sample Contract Language Included
1	Access to Records	All	Yes.
2	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3	DHS Seal, Logo, and Flags	All	Yes.
4	Compliance with federal Law, Regulations and Executive Orders	All	Yes.
5	No Obligation by Federal Government	All	Yes.
6	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes.
7	Affirmative Socioeconomic Steps	State entities: all FEMA declarations and awards issued on or after November 12, 2020. Non-state entities: all procurements	Yes.
8	Copyright	All procurements that may involve creation of copyrightable material.	Yes.

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.⁵

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.⁶

2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

⁴ See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁵ 2 C.F.R. Part 200, Appendix II, § A.

⁶ See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.⁷

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

3.2 Key Definitions

- *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.”
- *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.”
- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

⁷ See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.⁹

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,¹⁰ Homeland Security Grant Program,¹¹ Nonprofit Security Grant Program,¹² Tribal Homeland Security Grant Program,¹³ Port Security Grant Program,¹⁴ Transit Security Grant Program,¹⁵ Intercity Passenger Rail Program,¹⁶ and Rehabilitation of High Hazard Potential Dams Program.¹⁷ Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

⁸ See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

⁹ 2 C.F.R. Part 200, Appendix II, § D.

¹⁰ See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

¹¹ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

¹² *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

¹³ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

¹⁴ See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

¹⁵ See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

¹⁶ See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

¹⁷ See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.¹⁸
- Include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act.¹⁹ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)²⁰ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.²¹

4.3 Required Language²²

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.²³

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹⁸ 2 C.F.R. Part 200, Appendix II, § D.

¹⁹ 2 C.F.R. Part 200, Appendix II, § D.

²⁰ 29 C.F.R. § 5.5(a)(6).

²¹ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

²² 29 C.F.R. § 5.5(a).

²³ 29 C.F.R. § 5.5(a)(1), (6).

²⁴ See *id.*; 40 U.S.C. § 3145. The Copeland “Anti-Kickback” Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.²⁵

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²⁹ According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.³⁰ Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- 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 NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.³¹
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.³²

²⁵ See 29 C.F.R. § 3.1.

²⁶ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²⁷ 2 C.F.R. Part 200, Appendix II, § D.

²⁸ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

²⁹ See 29 C.F.R. § 3.11.

³⁰ 29 C.F.R. § 5.5(a)(5).

³¹ See 2 C.F.R. Part 200, Appendix II, § D.

³² See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.³³

5.3 Suggested Language

The following provides a sample contract clause:

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

Contractor. 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.

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

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.”

6. Contract Work Hours and Safety Standards Act

Where applicable,³⁴ all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.³⁵ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to

³³ 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

³⁴ See 40 U.S.C. §§ 3701-3708.

³⁵ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

³⁶ 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³⁷

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³⁸

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(insert name of grant recipient or subrecipient)** 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

³⁷ 2 C.F.R. Part 200, Appendix II, § E.

³⁸ 29 C.F.R. § 5.5(b)(1), (4).

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1)** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2)** Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³⁹ and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

³⁹ Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act⁴⁰ and the Federal Water Pollution Control Act.⁴¹ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).⁴²

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

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.*

The contractor agrees to report each violation to the **(insert name of non-federal entity entering into the contract)** and understands and agrees that the **(insert name of the non-federal entity entering into the contract)** will, in turn, report each violation as required to

⁴⁰ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

⁴¹ 33 U.S.C. §§ 1251-1387, as amended.

⁴² 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

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.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.⁴³ Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.⁴⁴

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.⁴⁵

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.⁴⁶

⁴³ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

⁴⁴ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

⁴⁵ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

⁴⁶ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁷

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴⁸ SAM Exclusions can be accessed at www.sam.gov.⁴⁹

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.⁵⁰

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.⁵¹

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified⁵²:

⁴⁷ See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

⁴⁸ See 2 C.F.R. Part 200, Appendix II, § H.

⁴⁹ 2 C.F.R. § 180.530.

⁵⁰ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

⁵¹ See 2 C.F.R. §§ 180.220, 3000.220.

⁵² Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

“Suspension and Debarment

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 contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). 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 (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁵³

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

⁵³ See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.⁵⁴ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.⁵⁵

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

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

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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.”

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

⁵⁴ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁵⁵ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. 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."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement.⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵⁹ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁶⁰

11.3 Suggested Language

The following provides a sample contract clause:

“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—

⁵⁶ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962); 2 C.F.R. § 200.323.

⁵⁷ See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵⁸ See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

⁵⁹ 40 C.F.R. Part 247.

⁶⁰ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

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

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. 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;
- b. 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; or
- c. 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.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where

⁶¹ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *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—
- (b) *Prohibitions.*
 - (1) 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.
 - (2) 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.
- (c) *Exceptions.*
 - (1) 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.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) 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.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique 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.
 - (ii) 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.

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

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, 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.⁶²

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁶³

13.2 Suggested Language

The following provides a sample contract clause:

“Domestic Preference 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.”

⁶² See 2 C.F.R. § 200.322.

⁶³ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

FEMA Recommended Contract Provisions

Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for NFE contracts. Therefore, FEMA recommends the following:

1. Access to Records

NFEs and their contractors and subcontractors must give the Department of Homeland Security (DHS) and FEMA access to records associated with their awards during the federally required record retention period and as long as the records are retained.⁶⁴ All parties agree to comply with DHS provisions about accessing people, places, and things related to the federal financial award as necessary or as required by DHS regulations or other applicable laws and policies.⁶⁵ Additionally, for contracts entered into after August 1, 2017, under a major disaster or emergency declaration under Titles IV or V of the Robert T. Stafford Disaster Relief Act, FEMA is prohibited from funding any contracts that prevent audits or internal reviews by the FEMA Administrator or Comptroller General.⁶⁶

1.1 Suggested Language for All Procurements

The following provides a sample contract clause:

“The Contractor agrees to provide **(insert non-federal entity), (insert name of pass-through entity, if applicable)**, 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 agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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.

⁶⁴ 2 C.F.R. §§ 200.334, 200.337.

⁶⁵ See DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

⁶⁶ See Sections 1202 and 1225 of the Disaster Recovery Reform Act of 2018, Pub. L. No. 115-254.

1.2 Additional Suggested Language Applicable to Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

The following provides a sample contract clause:

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the **(insert name of the non-federal entity)** 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.”

2. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.⁶⁷

2.1 Applicability

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The NFE should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

3. DHS Seal, Logo, and Flags

Recipients must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.⁶⁸

3.1 Applicability

FEMA recommends that all NFEs include in their contracts a statement that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA's pre-approval.

3.2 Suggested Language

The following provides a sample contract clause:

⁶⁷ See 2 C.F.R. § 200.403.

⁶⁸ See DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

The NFEs and its contractors are required to comply with all federal laws, regulations, and executive orders. Additionally, recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.⁶⁹

4.1 Applicability

FEMA recommends that all NFEs include in their contracts a statement acknowledging that FEMA funding will be used in the contract, as well as a requirement that contractors will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

4.2 Suggested Language

The following provides a sample contract clause:

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

5. No Obligation by Federal Government

FEMA is not a party to any transaction between a NFE and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between an NFE and its contractor.⁷⁰

5.1 Applicability

FEMA recommends that the NFE include a statement in its contract that the federal government *is not* a party to the contract and, thus, *is not* subject to any obligations or liabilities to any party resulting from the contract.

⁶⁹ See DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

⁷⁰ See, e.g., 2 C.F.R. § 200.318(k) (stating that the NFE alone is responsible for the settlement of all contractual and administrative issues arising out of procurements).

5.2 Suggested Language

The following provides a sample contract clause:

“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.”

6. Program Fraud and False or Fraudulent Statements or Related Acts

NFEs must comply with the requirements of the False Claims Act which prohibits submitting false or fraudulent claims for payment to the federal government.⁷¹ As a part of the contract with a NFE, contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements,⁷² applies to their actions under their contract.⁷³

6.1 Applicability

FEMA recommends that contracts include a provision prohibiting making false or fraudulent claims to the federal government.

6.2 Suggested Language

The following provides a sample contract clause:

“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.”

7. Affirmative Socioeconomic Steps

For procurements under FEMA declarations and awards issued on or after November 12, 2020, all NFEs are required to take the six affirmative steps to ensure use of small and minority businesses, women’s business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps,⁷⁴ For procurements under FEMA declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement *only* applies to non-state entities.

⁷¹31 U.S.C. §§ 3729-3733.

⁷² 31 U.S.C. §§ 3801-3812 (detailing the administrative remedies for false claims and statements made).

⁷³ See DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

⁷⁴ See 2 C.F.R. § 200.321; compare 2 C.F.R. § 200.317 (2019), with 2 C.F.R. § 200.317 in Office of Management and Budget, Guidance for Grants and Agreements, 85 Fed. Reg. 49,506, 49,552 (Aug. 13, 2020).

7.1 Applicability

FEMA recommends that applicable NFEs include in their contracts a statement requiring prime contractors, if subcontracts are to be let, to take the required affirmative socioeconomic steps.

7.2 Suggested Language

The following provides a sample contract clause:

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

8. Copyright and Data Rights

An NFE is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency. 2 C.F.R. § 200.315(b) provides to the federal awarding agency “a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use [any work that is subject to copyright] for federal purposes, and to authorize others to do so.” 2 C.F.R. § 200.315(d) provides to the federal government the rights to “obtain, reproduce, publish, or otherwise use” data produced under a federal award and to authorize others to do the same.

8.1 Applicability

When an NFE enters into a contract requiring a contractor or subcontractor to produce copyrightable subject matter and/or data for the NFE under the award, the NFE should include appropriate copyright and data licenses to meet its obligations under 2 C.F.R. § 200.315(b) and (d), respectively. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.⁷⁵

8.2 Suggested Language

The following provides a sample contract clause:

“License and Delivery of Works Subject to Copyright and Data Rights”

The Contractor grants to the **(insert name of the non-federal entity)**, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify

⁷⁵ See 17 U.S.C. § 102.

such data and grant to the **(insert name of the non-federal entity)** or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the **(insert name of the non-federal entity)** data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the **(insert name of the non-federal entity).**”

Appendix

Acronyms

AFG: Assistance to Firefighter Grants

CAGE: Commercial and Government Entity

CFR: Code of Federal Regulations

DHS: U.S. Department of Homeland Security

DRRA: Disaster Recovery and Reform Act of 2018

EPA: U.S. Environmental Protection Agency

FEMA: Federal Emergency Management Agency

GPD: Grant Programs Directorate

HQ: FEMA Headquarters

NDAA: National Defense Authorization Act

NFE: Non-Federal Entity

NOFO: Notice of Funding Opportunity

OMB: Office of Management and Budget

PA: Public Assistance Program

PNP: Private Non-Profit

PDAT: Procurement Disaster Assistance Team

SAM: System for Award Management

SAT: Simplified Acquisition Threshold

USC: United States Code

Definitions

- **Contract:** A legal instrument by which a FEMA award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award.⁷⁶ A contract, for the purposes of this Guide, does not mean a federal award or subaward.
- **Contractor:** *Contractor* means an entity that receives a contract.⁷⁷
- **Cooperative agreement:** A legal instrument of financial assistance between a federal awarding agency or pass-through entity and a non-Federal entity, that is consistent with 31 U.S.C. 6302-6305.⁷⁸
- **Federal awarding agency:** The federal agency that provides a federal award directly to a non-Federal entity (NFE). The federal awarding agency discussed in this Guide is FEMA.
- **Federal Emergency Management Agency (FEMA):** *FEMA's* statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation.⁷⁹ Among other things:
 - FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices; Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
 - FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation's preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
 - Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs that receive FEMA financial assistance, consistent with the requirements at 2 C.F.R. Part 200.

⁷⁶ 2 C.F.R. § 200.1 *Contracts*.

⁷⁷ 2 C.F.R. § 200.1 *Contractor*.

⁷⁸ 2 C.F.R. § 200.1 *Cooperative agreement*.

⁷⁹ See Homeland Security Act of 2002, Pub. L. No. 107-296, § 503 (2002) (codified as amended at 6 U.S.C. § 313).

- **Federal award:** The financial assistance that an NFE receives either directly from a Federal awarding agency or indirectly from a pass-through entity.⁸⁰ In this Guide, the term is used interchangeably with “FEMA Award,” “grant,” and “financial assistance.”

- **Grant agreement:** A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and an NFE that, consistent with 31 U.S.C. §§ 6302, 6304: Is used to transfer anything of value from the Federal awarding agency or pass-through entity to the NFE to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and does not include an agreement that provides only:
 - Direct United States government cash assistance to an individual;
 - A loan;
 - A loan guarantee; or
 - A subsidy;
 - Insurance.

- **Indian tribe (or “federally recognized Indian tribe”):** *Indian tribe* means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians (25 U.S.C. 450b(e)).⁸¹ See annually published [Bureau of Indian Affairs list of Indian Entities Recognized and Eligible to Receive Services](#). For the purposes of this Guide, used interchangeably with “Indian Tribal government”.

- **Local government:** *Local government*⁸² means any unit of government within a state, including a:
 - County
 - Borough
 - Municipality
 - City
 - Town
 - Township
 - Parish
 - Special district
 - School District
 - Intrastate district
 - Council of governments, whether incorporated or not as a nonprofit corporation under state law
 - Local public authority, including any public housing agency under the United States Housing Act of 1937
 - Any other agency or instrumentality of a multi-regional, or intra-state or local government

⁸⁰ 2 C.F.R. § 200.1 *Federal award*.

⁸¹ 2 C.F.R. § 200.1 *Indian tribe*.

⁸² 2 C.F.R. § 200.1 *Local government*.

- **Non-Federal Entity (NFE):** A state, local government, Indian tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.⁸³ In this Guide, NFEs include state and non-state entities.
- **Non-State Entity:** A *non-state entity* is an eligible FEMA award recipient or subrecipient that does not meet the definition of a “state under 2 CFR 200.1.
- **Nonprofit organization** (in this Guide, it is used interchangeably with “Private Nonprofit Organization or PNP”): *Nonprofit organization*⁸⁴ means any corporation, trust, association, cooperative, or other organization, not including Institutions of Higher Education, that:
- **Recipient:** An NFE that receives a federal award directly from a Federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients.⁸⁵ A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, Indian tribe, or territorial governments.
- **Pass-through entity:** A recipient that provides a subaward to a subrecipient to carry out part of a federal program is known as the pass-through entity.⁸⁶ Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the FEMA award agreement.
- **Political Subdivision:** A *political subdivision* means the unit of government that the State determines to have met the State’s legislative definition of a political subdivision.⁸⁷
- **Simplified Acquisition Threshold (SAT):** *Simplified acquisition threshold* means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with [41 U.S.C. 1908](#).⁸⁸ As of June 2018, the federal SAT is \$250,000,⁸⁹ but is periodically adjusted for inflation.
- **State:** *State* means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.⁹⁰ In this Guide, state is used interchangeably with “state entity”.

⁸³ 2 C.F.R. § 200.1 *Non-Federal entity*.

⁸⁴ 2 C.F.R. § 200.1 *Nonprofit organization*.

⁸⁵ 2 C.F.R. § 200.1 *Recipient*.

⁸⁶ 2 C.F.R. § 200.1 *Pass-through entity*.

⁸⁷ 40 C.F.R. § 35.6015(a) *Political subdivision*

⁸⁸ 2 C.F.R. § 200.1 *Simplified acquisition threshold*.

⁸⁹ Section 805 codified at 41 U.S.C. § 134; OMB Memo (M-18-18), available at <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>.

⁹⁰ 2 C.F.R. § 200.1 *State*. Some hospitals and IHEs as defined by 2 C.F.R. § 200.1 *Hospitals* and 2 C.F.R. § 200.1 *Institutions of Higher Education* respectively, may meet the definition of a State.

- **Subaward:** An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.⁹¹ In this Guide, the term is used interchangeably with “subgrant.”
- **Subrecipient:** An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.⁹²
- **Uniform Rules:** The series of regulations found at 2 C.F.R. Part 200 that establishes *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for federal awards to NFEs. The *Uniform Rules* are referred to by several names throughout the remaining portions of this Guide. Some of the names include standards, requirements, rules, and regulations.

⁹¹ 2 C.F.R. § 200.1 *Subaward*.

⁹² 2 C.F.R. § 200.1 *Subrecipient*.