

**PROFESSIONAL CONSULTANT'S AGREEMENT**

Clerk's Contract Tracking No. 2023-0009/

**RFP No. 23-004 Disaster Recovery Consultant Services**

**THIS INDEPENDENT CONSULTANT'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this 28th day of April **2023** by and between the **CITY OF NAPLES**, ("CITY") located at 735 8<sup>th</sup> Street South; Naples, Florida 34102, and **KPMG LLP**, a Delaware Limited Liability Company authorized to do business in the State of Florida ("CONSULTANT").

**WITNESSETH**

**WHEREAS**, the CITY, is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of the City of Naples; and

**WHEREAS**, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONSULTANT is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

**WHEREAS**, CONSULTANT is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONSULTANT operates; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their CONSULTANTs and SUBCONSULTANTs; and

**WHEREAS**, CONSULTANT was the successful proposer for an advertised Request for Proposal identified as **RFP 23-004** titled Disaster Recovery Consultant Services, which satisfies the CITY's Procurement Policy Sec. 2-663; and

**WHEREAS**, CONSULTANT agrees to provide such goods and services as more particularly described in this Agreement, the RFP documents (**RFP 23-004**) issued in connection with this project, and the CONSULTANT's proposal submitted in response to RFP 23-004.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONSULTANT to furnish goods and services as described in the **Scope of Services, which is attached hereto as Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in **Exhibit "A"** will be resolved in favor of the body of this Agreement.
- b. CONSULTANT must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONSULTANT must also comply with, and abide by, all requirements as contained in Request for Proposal (RFP), RFP specifications, together with any addenda, all hereinafter the "**RFP Documents, as applicable.**" The **RFP Documents**, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement. Any conflict between the terms and conditions in the body of this Agreement and the RFP Documents will be resolved in favor of the body of this Agreement.

3. **Commencement and completion/Term.**

- a. CONSULTANT will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
- b. Liquidated Damages: (N/A) Not applicable to this Agreement.
- c. This Agreement has a Term of three (3) years, beginning March 1, 2023, and ending February 28, 2026, and may be renewed for up to two (2) additional one (1) year Terms, upon agreement of the parties in writing unless sooner terminated under the terms of this Agreement. Each renewal or extension shall be automatically extended for automatic and successive additional terms unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then-current term.

4. **Payment.**

- a. The CITY agrees to compensate CONSULTANT, for work actually performed under this Agreement, at the rate or basis described in **Exhibit "B"**, which is attached hereto and incorporated herein by reference. The amount of the **Agreement is \$50,000.00**. CONSULTANT must perform all work required by the Scope of Services.
- b. Progress payments, if any, will be made as set forth in an NTP.
- c. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of CONSULTANT'S obligations. CONSULTANT must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONSULTANT.

5. **Acceptance of work product, payment, and warranty.** Each final invoice will be processed, upon completion of the CITY's final inspection and the CONSULTANT'S submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in **RFP 23-004**.

a. Quality Guarantee/Warranty

CONSULTANT will guarantee its work without disclaimers for six months after CITY's acceptance of the work.

- b. **Acceptance of work product, payment, and warranty.** No indirect costs of CONSULTANT (i.e. travel, lodging, mileage, equipment, etc.) are eligible for payment under this agreement. CONSULTANT shall provide detail of all labor hours, including the date, number of hours worked, staff member's name, hourly rate, labor type, description of work performed and individual FEMA project (unless otherwise directed by CITY in a separate purchase order). When the CITY receives an invoice sufficiently itemized to permit audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the products and services acceptable, the installment payment will be paid to CONSULTANT within thirty (30) days after the date of receipt of the invoice. CONSULTANT guarantees the successful performance of the work for the products and services intended. If the CONSULTANT is unable or unwilling to correct deficient or defective work, the CITY may make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages. CONSULTANT warrants that the data utilized by CONSULTANT (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONSULTANT'S industry or profession to be a reliable basis and foundation for CONSULTANT'S work product. CONSULTANT must notify the CITY in writing if it appears, in CONSULTANT'S professional judgment that the data or information provided by the CITY for use in CONSULTANT'S work product is incomplete, defective, or unreliable. CONSULTANT guarantees to amend, revise, or correct any error appearing in the work as a result of CONSULTANT'S failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

- a. **Termination at Will:** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONSULTANT not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. **Termination for Cause:** This Agreement may be terminated by either party for cause by the CITY or CONSULTANT giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. However, if the CITY seeks to terminate the CONSULTANT for cause, the CITY shall first notify the CONSULTANT in writing of its intent to terminate, identify the alleged deficiencies in performing giving rise to the intent to terminate, and shall not terminate this Agreement for cause unless the CONSULTANT fails to cure the specified deficiencies within thirty (30) days of the CONSULTANT's receipt of notice of such deficiencies.

7. **Project management.**

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
- b. CITY's Project Manager assigned is Stefan Massol, Deputy Finance Director.
- c. CONSULTANT'S Project Manager assigned is Bart (Bartlett) Cantor, Manager.

8. **Notices.** All notices required or made pursuant to this Agreement to be given by the CONSULTANT or the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:

- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8<sup>th</sup> Street South; Naples, Florida 34102.
- b. **To CONSULTANT:** KPMG LLP, Anthony J. Monaco; 227 N. Bronough Street, Suite 7500: Tallahassee, FL 32301 32301 with a copy to KPMG LLP, Office of General Counsel, 345 Park Avenue, New York, NY 10154, Attn: General Counsel.

9. **Insurance.**

- a. CONSULTANT must maintain such insurance as will fully protect both CONSULTANT and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONSULTANT, any SUBCONSULTANT, or by anyone directly or indirectly engaged or employed by either of them.
- b. The CITY's General Insurance Requirements (attached as **Exhibit "C"**) apply. The insurance coverages procured by CONSULTANT as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONSULTANT, and any other insurance, or self-insurance available to CONSULTANT will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONSULTANT as required herein.

10. **General Provisions.** CONSULTANT must comply with the following general provisions:

- a. **Bond.** A Payment & Performance Bond is (N/A) Not Applicable to this Agreement.
- b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from seeking similar services either as an independent job or a component of a larger project.
- c. **Retainage.** (N/A) Not Applicable to this Agreement.
- d. **Compliance with Laws.** In providing the Scope of Services, CONSULTANT must comply with all federal, state, and local laws, statutes, ordinances, rules, and

regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

**e. Personal nature of Agreement; Assignment.**

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONSULTANT. Accordingly, this Agreement is personal and CONSULTANT is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONSULTANT requires the services of any SUBCONSULTANT or professional associate in connection with the work to be performed under this Agreement, CONSULTANT must obtain the written approval of the CITY Project Manager prior to engaging such SUBCONSULTANT or professional associate. CONSULTANT will remain fully responsible for the services of any SUBCONSULTANTS or professional associates.

**f. Discrimination.**

- i. CONSULTANT shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONSULTANT shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONSULTANT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

**g. Independent CONSULTANT.**

- i. CONSULTANT is, and will be deemed to be, an independent CONSULTANT and not a servant, employee, joint adventurer, or partner of the CITY. None of CONSULTANT'S agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONSULTANT. CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and SUBCONSULTANTS during the performance of this Agreement. Although CONSULTANT is an independent CONSULTANT, the work contemplated herein must meet the approval of the CITY and is subject to the CITY'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONSULTANT, or to CONSULTANT'S business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONSULTANT.

- ii. CONSULTANT will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
  - iii. CONSULTANT must utilize, and must expressly require all SUBCONSULTANTS to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT and any SUBCONSULTANTS during the Term of this Agreement.
- h. Indemnification.**
- i. CONSULTANT must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONSULTANT'S performance under this Agreement or by any person on CONSULTANT'S behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONSULTANT (including CONSULTANT'S agents, employees, and SUBCONSULTANTS). CONSULTANT must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONSULTANT under this Agreement infringes a United States patent, trademark, or copyright. CONSULTANT acknowledges that CONSULTANT has received consideration for this indemnification, and any other indemnification of the CITY by CONSULTANT provided for within the RFP Documents, the sufficiency of such consideration being acknowledged by CONSULTANT, by CONSULTANT'S execution of this Agreement. CONSULTANT'S obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY'S exclusive remedy.
  - ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONSULTANT, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONSULTANT has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONSULTANT does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONSULTANT, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
  - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
  
- j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.
  
- k. **Public records.**
  - i. CONSULTANT is a "CONSULTANT" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
    - 1. Keep and maintain public records required by the CITY to perform the service.
    - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
    - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to the CITY.
    - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
  - ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
  - iii. If CONSULTANT asserts any exemptions to the requirements of Chapter 119 and related law, CONSULTANT will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
  - iv. CONSULTANT consents to the CITY's enforcement of CONSULTANT'S Chapter 119 requirements, by all legal means, including, but not limited to, a

mandatory injunction, whereupon CONSULTANT must pay all court costs and reasonable attorney's fees incurred by CITY.

- v. CONSULTANT'S failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONSULTANT will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **Public Records Compliance Indemnification.** CONSULTANT agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONSULTANT'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONSULTANT authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONSULTANT in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.
- vii. **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 CONTRACT, CONTACT THE CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: PUBLICRECORDSREQUEST@NAPLES.GOV.COM; PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**

I. **Ethics. Compliance with Ethics Code.** CONSULTANT agrees to comply with the CITY of Naples Code of Ethics, as applicable. Any conflict between the CITY's Ethics Code and the contractual terms which follow shall be resolved in favor of the CITY's Ethics Code, as it may be amended from time to time. As provided in Section 2-975(h)i of the CITY Code of Ordinances:

- i. CONSULTANT understands and agrees that by entering into this contract with the CITY they are a "Covered Person" as that term is defined by Section 17.3.(1)(a) of the Naples Charter and hereby agree to the contract term requirements set forth in CITY of Naples Code of Ethics, See, CITY Code Section 2-975(h)i, as may be applicable, and as it may be amended from time to time, as part of this Contract.

1. The CONSULTANT agrees and covenants to not employ or offer to employ any elected officer or CITY managerial employee who in any way deals with, coordinates on, or assists with the construction or professional services provided, for a period of two years after termination of all provisions of the construction or professional services contract.

2. The CONSULTANT agrees and covenants to not provide services for compensation to another party other than the CITY on the same subject matter, same project, or scope of services without CITY council approval.



3. The CONSULTANT agrees and covenants to not disclose or use information not available to members of the general public and gained by reason of such person or business entity's contractual relationship with the CITY for the special gain or benefit of the contracting person or entity, or for the special gain or benefit of any other person or business entity, except as specifically contemplated or authorized by the contract.

4. In the event of any violations of subsections 1-3 above, the CONSULTANT agrees to pay damages in an amount equal to any and all compensation which is received by the former elected officer or CITY managerial employee from the contracting person or entity, or an amount equal to the former employee's last two years of gross compensation from the CITY, whichever is greater.

5. In addition, the CITY retains the right to impose a penalty as provided in Section 1-15 of its Code of Ordinances for violation of subsection 1-3 above.

- m. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONSULTANT shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. **E-Verify.** CONSULTANT must utilize, and must expressly require all SUBCONSULTANTS to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the Term of this Agreement.
  - ii. **Agency.** CONSULTANT agrees and acknowledges that it, its employees, and its SUBCONSULTANTS are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
  - iii. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
  - iv. **Workers' Compensation Insurance.** CONSULTANT must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONSULTANT must ensure that the SUBCONSULTANT(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONSULTANT must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONSULTANT must ensure that any equipment rental agreements that include operators or other personnel who are

- employees of independent CONSULTANTS, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. **Liability Insurance.** CONSULTANT shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONSULTANT shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONSULTANT shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.
- vi. **Inspections.** CONSULTANT shall permit, and require its SUBCONSULTANTS to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. **Auditor General Cooperation.** CONSULTANT shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
- n. **E-Verify Compliance.** CONSULTANT affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONSULTANT is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONSULTANT requires from each of its SUBCONSULTANTS an affidavit stating that the SUBCONSULTANT does not employ, contract with, or subcontract with an unauthorized alien, and that CONSULTANT is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat. The **E-VERIFY AFFIDAVIT** attached hereto as **Exhibit-D** is hereby incorporated into this Agreement by reference.

11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONSULTANT recognizes that any representations, statements, or negotiations made by the CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONSULTANT'S work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY'S rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not

apply if the "Scope of Services" of this Agreement specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- k. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

- l. Limitation of Liability.** Notwithstanding anything else in this Agreement to the contrary, the total liability of the CONSULTANT on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to a Notice To Proceed issued under this Agreement or the services performed pursuant to such a Notice To Proceed shall be limited to the amount of fees paid to KPMG under the relevant Notice To Proceed. The CONSULTANT will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise.
  
- m. Use of Advice.** The deliverables are provided for the CITY's sole benefit and internal business use and are not for the benefit of, or to be relied upon by any other party. The CONSULTANT may, in its sole discretion mark such advice to reflect the foregoing. Deliverables bearing the "KPMG" name or logo may only be disclosed to a third party in its entirety and unmodified.
  
- n. Ownership.** Upon full and final payment to CONSULTANT of fees owed under the Agreement, CONSULTANT (i) assigns to the CITY, all right, title and interest in and to the deliverables except to the extent any CONSULTANT Property is contained therein, and (ii) grants the CITY a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such CONSULTANT Property solely in connection with the CITY's internal use of the deliverables. CONSULTANT Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Agreement or created, acquired, or licensed separately from the Agreement, or created in performance of the Agreement which are not specific to the CITY, including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, the CITY agrees that nothing in this Agreement prevents CONSULTANT from using Residual Knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the Services performed under the Agreement.
  
- o. Authorized Third Parties.** CONSULTANT may engage member firms of the KPMG network of independent firms and/or affiliated third-party providers ("CONSULTANT Resources"), which may be in or outside the United States, to assist in the performance of the services. CONSULTANT remains responsible to the CITY for the performance of such Services, and adherence to obligations of confidentiality, by any CONSULTANT Resources to the same extent CONSULTANT is obligated under the terms of this Agreement. With the understanding that CONSULTANT will remain responsible to the CITY for the CONSULTANT Resources, the CITY acknowledges and agrees that the CONSULTANT Resources will not be subject to flow-down terms set forth in the Agreement.

In addition, the CITY acknowledges and agrees that third party service providers ("Vendors") may have access to confidential information from offshore locations, and that the CONSULTANT uses Vendors within and outside of the United States to

provide at CONSULTANT's direction administrative or clerical services to CONSULTANT. These Vendors may in the performance of such services have access to the CITY's confidential information. CONSULTANT represents to the CITY that with respect to each Vendor, CONSULTANT has technical, legal and/or other safeguards, measures, and controls in place to protect Confidential Information of the CITY from unauthorized disclosure or use.

- p. **Use of Technologies.** CONSULTANT's audit technologies, software productivity tools and certain technology infrastructure and, necessarily, your confidential information, may be hosted in cloud environments operated by CONSULTANT Resources, notwithstanding other requirements of this Agreement. In addition, CONSULTANT may license certain proprietary and third-party software tools ("Enabling Tools") for use by the CITY to facilitate the Services. All other use is prohibited. The City may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by CONSULTANT in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and the CITY access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time following the conclusion of the engagement to which they relate. The City shall download such Deliverables and documents for its records. The City acknowledges that use of Enabling Tools may be used notwithstanding other requirements of this Agreement, and may be subject to additional terms specified in an engagement letter or other agreement. Enabling Tools are provided on an "as is," "as available" basis.
  
- q. **Disputes:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties. In the event of a dispute, the parties agree to participate in non-binding mediation prior to commencing litigation in a Florida Court of competent jurisdiction.

**12. Special Provisions.**

- a. **Exhibit E, FEMA Requirements** attached hereto is hereby incorporated into this Agreement by reference.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement effective the date first written above.

ATTEST

By:

  
Patricia L. Rambosk, City Clerk

**CITY OF NAPLES, FLORIDA**

By:

  
Jay Boodheshwar, City Manager

Approved as to form and legal sufficiency:

By: *[Signature]*  
City Attorney

**KPMG LLP**  
227 N. Bronough Street, Suite 7500  
Tallahassee, FL 32301  
Attention: Anthony J. Monaco, Engagement Partner

by *[Signature]*  
as its Authorized Agent

(CORPORATE SEAL)

ATTEST:  
*[Signature]*

Printed Name: Anthony Monaco, Title Partner

STATE OF Georgia

CITY OF Atlanta, Cobb County

The foregoing instrument was acknowledged before me by means of  physical presence or

online notarization, this 28th day of April, 2023, by Anthony Monaco of KPMG LLP, a Delaware Limited Liability Company, on behalf of the company, and he/she is personally known to me or has produced driver's license as identification.

*[Signature]*  
Signature of Notary Public - State of Florida

Danielle Powell  
Printed/Typed/Stamped Name of Notary



My commission expires:  
September 27, 2025

**City of Naples, FL  
RFP No. 23-004  
Disaster Recovery Consultant Services - RFP**

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**City of Naples, FL**  
**RFP No. 23-004**  
**Disaster Recovery Consultant Services - RFP**  
**PROJECT REQUIREMENTS AND SPECIFICATIONS**

**A. PURPOSE & INTENT**

The purpose of this Request for Proposals (“RFP”) is to solicit Proposals from qualified firms to provide disaster recovery consulting services. The intent of the City is to award a contract to the top-ranked firm to perform the specified services based upon the evaluation as provided herein.

**B. GENERAL SUMMARY**

The City is seeking a professional consultant(s) or consulting firm(s) to provide expertise to augment our capabilities to receive the maximum recovery funding from the Federal Emergency Management Agency (“FEMA”) and State of Florida. The awarded Consultant shall perform disaster recovery consulting services, which shall include but is not limited to: technical and professional services for disaster recovery and mitigation management, fiscal and administrative services, consulting, representation, assistance and support, and monitoring of the City’s recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies. In addition, the awarded Consultant shall assist the City in disaster administrative planning to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses.

The disaster recovery consulting services shall be performed on an as needed basis to support the City’s recovery from declared disasters or associated services throughout the duration of the contract term.

**C. SCOPE OF SERVICE**

**1. GENERAL SERVICE REQUIREMENTS**

The awarded Consultant shall perform disaster recovery consulting services, which shall include but is not limited to technical and professional services for disaster recovery and mitigation management, fiscal and administrative services, consulting, representation, assistance and support, and monitoring of the City’s recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies. In addition, the awarded Consultant shall assist the City in disaster administrative planning to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses.

The disaster recovery consulting services shall be performed on an as needed basis to support the City's recovery from declared disasters or associated services throughout the duration of the contract term.

The following subsections of Part II: Scope of Services shall provide the service requirements in more detail.

## **2. FEMA PUBLIC ASSISTANCE ADVISORY SERVICES**

Pursuant to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal, as well as other Federal grant programs, the awarded Consultant will develop a process/system for the City of Naples, from inception through project closeout, to prepare and submit its Public Assistance program documentation including procurement and contract, payroll, and grant submission support.

Develop processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment. This should also include processes for debris monitoring services.

Attend all meetings with FEMA, State and insurance representatives, as well as regular participation with the City's designated FEMA or Disaster Recovery meetings and presentations.

Identify and communicate risks within City operation that could impede the City's ability to optimize reimbursement.

Assist in the preparation of accurate Public Assistance emergency and permanent work project estimates including but not limited to recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.

## **3. FINANCIAL, PAYROLL, AND GRANT MANAGEMENT**

Ensure City disaster recovery and restoration processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State of Florida, or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Assist the City through FEMA, State of Florida (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of City personnel policies to ensure compliance for eligible cost reimbursement.

Assist the City through FEMA, State of Florida (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of consultant's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform intervallic review and reconciliation of actual project spending to ensure project costs are accurately captured. Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

#### **4. PROCUREMENT AND CONTRACT MANAGEMENT/MONITORING SUPPORT**

Advise procurement staff on City disaster recovery and restoration procurement processes compliance with laws, regulations and guidelines as required by FEMA, State of Florida, or other agencies.

Assist in the review of City Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by FEMA, State, or other agencies.

Ensure City documentation is sufficient to respond to OIG audits and reviews.

#### **5. INFORMATION TECHNOLOGY AND DATA MANAGEMENT**

Possess the expertise to assist City staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the City to properly collect data and document information as necessary to optimize compliance with FEMA, State of Florida, or other agencies.

Ensure City documentation is sufficient to respond to OIG audits and reviews.

#### **6. INSURANCE AND OTHER FUNDING SUPPORT**

Review and understand the City's insurance coverage in order to ensure the City's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, State of Florida, or other agencies.

Develop process to assist the City in routing eligible expenses correctly including insurance coverage guidelines.

Assist the City with identifying other disaster recovery funding opportunities including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

#### **7. HAZARD MITIGATION SUPPORT**

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Assist the City with preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure City hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, State of Florida or other agencies.

## **8. EMERGENCY MANAGEMENT SUPPORT SERVICES**

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

## **9. DISASTER RECOVERY RELATED SERVICES SUPPORT**

1. Planning Services to include the following activities:

- a. Planning, procuring (2 CFR 200 compliant), and/or preparing necessary plans, informational surveys, including coordinating photogrammetric and Geographic Information Services, environmental studies, and geotechnical investigations required for planning considerations.
- b. At the City's request, prepare conceptual repair estimates that may assist with FEMA funding obligation. Such estimates may include, but are not limited to, the cost to implement an exact replacement, repair versus replace comparisons.

2. Construction to include the following activities:

- a. Advise the City on development of construction bid packages in conformance with 2 CFR 200 federal requirements, as well as providing advice on bid award process.
- b. Respond to Request(s) for Information on an as-needed basis.

## **10. 2 CFR 200 COMPLIANCE**

Procurements: In the event the awarded Consultant must procure additional resources post-contract award, the Consultant will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

## **D. PROJECT MANAGEMENT**

The Finance Director and/or his authorized representative will serve as the City's Project Manager.

## **E. LICENSES AND PERMITS**

Licenses may be required by the State of Florida, Collier City, or the City of Naples to perform all or part of this work. Consultants should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary.

At a minimum, consultants must submit the following:

1. Copy of the current year's Occupational Business tax receipt licenses from the bidding vendor to operate and perform requested services within Collier City, Florida, must be submitted with the bid. All licenses must have a minimum classification applicable to the load they are hauling.

2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

**F. INSURANCE**

The City’s General Insurance Requirements on page 12 apply. In addition to the City’s General Insurance Requirements, the specialized insurances listed below are required:

PROFESSIONAL LIABILITY (commonly known as errors & omissions (E&O) with limits of not less than \$1,000,000 to cover legal obligations arising out of errors, negligent acts, or omissions while carrying out this contract.

**G. MINIMUM QUALIFICATIONS**

Respondents must meet the minimum qualification requirements provided herein, to be considered responsive to the requirements of this RFP. Respondents must provide sufficient documentation to demonstrate their compliance with the following minimum requirements:

1. Must be registered at [www.SAM.gov](http://www.SAM.gov), or provide proof of having initiated the registration process, and have no Active Exclusions cited at [www.SAM.gov](http://www.SAM.gov);
2. Must have successfully completed at least three (3) projects of similar scope described herein, within the past eight (8) years.

Respondents must possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the requirements and restrictions of 2 CFR 200, the Federal Emergency Management Agency (FEMA) Public Assistance Program, Community Development Block Group Disaster Recovery (CDBG-DR), and Hazard Mitigation Grant Program (HMGP).

**H. SELECTION PROCESS**

**1. SOLICITATION SCHEDULE:**

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
Issue RFP to Qualified Vendors	Week of November 28, 2022
RFP Due Date	December 28, 2022
Evaluation Committee Meeting	Week of January 2, 2023

Final Selection	Week of January 2, 2023
Council Meeting	Week of January 18, 2023

## 2. PROPOSAL OPENING

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered.

## 3. EVALUATION COMMITTEE

The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process.

A shortlist of firms MAY be interviewed for final ranking. If an interview is held, it will be no longer than one hour in length and consist of a presentation from the short-listed firms followed by questions and answers. The presentation time and date (if necessary) will be assigned by the City.

## 4. SELECTION CRITERIA:

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Cover Letter and Forms	0
Qualifications and Experience of Person(s) Assigned to the Project	30
Experience of the Firm	35
Cost of Services	15
Capacity of Firm	15
Certified (MBE) Minority Business Enterprise Status	5

## 5. SUBMITTAL REQUIREMENTS:

- Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page,

excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.

2. **PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.
3. **Proposals must be bound with plastic comb binding (no 3-ring binders).**
4. Proposers shall submit one (1) original hard copy (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible electronic version on a CD or USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Qualified consultants interested in providing Disaster Recovery Consultant Services described in this request are invited to submit a proposal. Submittals shall address the evaluation criteria. **Please use the below TAB format for your proposal. Proposals should be concise and clear.**

#### **Tab 1 - Cover Letter and Forms**

- Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page including any applicable licenses / certifications.

**NOTE: There is a 50 printed (single sided) page maximum for the information below.**

#### **Tab 2 - Qualifications and Experience of Person(s) Assigned to the Project**

Respondent must demonstrate possessing at least the minimum qualifications provided herein. Respondent shall sufficiently demonstrate the qualifications of company, staff, key personnel, and any proposed sub-consultants and sub-contractors who may perform any aspect of the scope of services provided herein.

Respondent shall demonstrate extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal.

Respondent(s) shall provide a brief summary of the overall capabilities of staff and any proposed sub-consultants and sub-contractors relative to Disaster Recovery Consulting Services, as outlined in the scope of work. Copies of all current licenses and applicable certifications held by the Respondent and proposed sub-consultants and/or sub-contractors must be submitted. Respondents and/or sub-consultants or sub-contractors that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline.

Should sub-consultant(s) be listed as part of the project team, the proposer shall provide a letter from each sub-consultant that indicates the sub-consultant's intent to be part of the project team.

Provide three (3) completed reference questionnaires from municipal clients whose projects are of a similar nature to this solicitation as a part of their proposal completed within the past 8 years. Send the attached reference questionnaire to the client who will submit the completed form directly to the City.

Points will be awarded by each reviewer by comparing the needs of the City to the information provided in each proposal.

### **Tab 3 - Experience of the Firm**

The ideal Consultant(s) shall possess demonstrated experience in programmatic disaster recovery as well as intimate knowledge and expertise in the operations of the FEMA Public Assistance Program including hazard mitigation. Specifically, the ideal Consultant(s) shall also have recent experience representing cities and counties in the State of Florida on FEMA public assistance grants for named windstorm events.

Respondents must demonstrate meeting the minimum experience requirements provided herein. Respondents shall provide a minimum of three (3) reference projects from within the last eight (8) years, similar to the scope stated above and done on behalf of Federal, State, City or City. The City reserves the right to contact any or all of them as a reference.

The Respondent shall provide at least three (3) separate and verifiable clients, for which work similar to that specified in this solicitation has been performed. The references provided must cumulatively document at least three (3) years of similar service.

### **Tab 4 - Cost of Services**

Respondents shall provide a list of their hourly rates for all services described in this solicitation. Responses will be evaluated based on the blended rate. Blended rate will be a calculated average of all hourly rates included in the proposal sheet. If there are different hourly rates for in-person services as opposed to remote services, please provide any and all applicable hourly rates.



**Tab 5 - Capacity of Firm**

Indicate whether firm currently has on payroll all employees necessary for performance of all the required work or whether firm would have to hire new employees. Describe staffing plans and the intended presence in the City. Provide information about whether management resources will be positioned locally to ensure completion of the scope of work described in this RFP. Respondents shall describe any current/future workloads that responsible personnel are assigned simultaneous to their prospective work for the City of Naples. Any additional information the Respondent wishes to be considered in the evaluation of its ability to render services to the City.

**TAB 6 - Certified (MBE) Minority Business Enterprise Status**

- a. Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Business Enterprise.
- b. The Certified MBE Status needs to be for the firm submitting the proposal.

**I. INCURRING COSTS**

The City of Naples is not liable for any costs incurred by the offeror submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

**J. FIRM RANKING AND SELECTION**

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm for Disaster Recovery Consultant Services. Should contract negotiations fail with the top ranked firm, the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firms. The final contract will then be forwarded to the City Council for approval.

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**FEDERAL EMERGENCY MANAGEMENT AGENCY  
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

**Compliance with Federal Law, Regulations and Executive Orders:** The Sub-Recipient (City) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

## EXHIBIT I FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**Access to Records:** The contractor agrees to provide the City, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City 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.

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

**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, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

**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. The contractor shall include this provision in any subcontracts.

**Domestic Preference for Procurements 200.322** As appropriate and to the extent consistent with law, the non-Federal entity 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "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" means 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.

**License and Delivery of Works Subject to Copyright and Data Rights:** The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City 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 City 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 City.

**No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**Prohibition on 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 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

## EXHIBIT I FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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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.

**Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**Rights to Inventions Made Under a Contract or Agreement:** Exempt from FEMA Public Assistance Funding

**Suspension and Debarment:** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the 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.

**Procurement of Recovered Materials (§200.323) (Over \$10,000):** 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— 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.

**Termination for Cause and Convenience (over \$10,000):** See Standard Purchase Order and/or Contract Terms and Conditions

**Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000):** 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."

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Contractors must sign and submit a certification to the City with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000):** Where applicable, all contracts awarded by the solicitor 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 (29 CFR Part 5).

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City or FEMA 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.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and 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.”

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

“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.

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**Clean Air Act (over \$150,000):** 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act (over \$150,000):** 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Administrative, Contractual, or Legal Remedies (over \$250,000):** Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

**CONSTRUCTION ACTIVITIES**

**Equal Employment Opportunity Clause (§60-1.4):** 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.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

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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.

**Davis Bacon Act:** Exempt under FEMA Public Assistance Funding

**Copeland Anti-Kickback Act:** Exempt under FEMA Public Assistance Funding



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**STATE OF FLORIDA PROVISIONS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

**Applicable Laws** - The City and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The City shall include this provision in all contracts issued.

**Data Collection:** The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](https://www.floridadep.gov/ProjectMonitoring)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/City/permittee/engineering consultant.** The City's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the City's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

**Equal Employment Opportunity:** No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

**Inspector General Cooperation:** The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**Lobbying:** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

**Local Preference:** Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

**Physical Access and Inspection:** Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The City shall provide access to any location or facility on which City is performing work, or storing or staging equipment, materials or documents.
- ii. The City shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The City shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**Record Retention:** A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

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made and shall allow the City, the State, or its authorized representatives access to such records for audit purposes upon request.

**Statutory Notices Relating to Unauthorized Employment:** The City shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

**Statutory Notices Relating to Subcontracts:** Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**Compliance with Federal Law, Regulations, And Executive Orders  
and Acknowledgement of Federal Funding**

**Certification**

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.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the City for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the City and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The City may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name \_

Date \_

Authorized Signature \_

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FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier City, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

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

---

Name and Title

---

Street Address

---

City, State, Zip

---

UEI Unique Entity Identifier (for SAM.gov verification)

---

Date

Sub-Recipient Name: Collier City Board of City Commissioners DEM

Contract Number: TBD

FEMA Project Number: TBD

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FEDERAL CONTRACT PROVISIONS AND ASSURANCES

<b>COLLIER COUNTY</b>						
<b>ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT</b>						
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.						
<b>A. PRIME VENDOR/CONTRACTOR INFORMATION</b>						
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT		
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT...		
	DBE?	Y	N	CONSTRUCTION ?	Y N	
	MBE?	Y	N	CONSULTATION?	Y N	
	WBE?	Y	N	OTHER?	Y N	
SDB BA?	Y	N				
IS THIS SUBMISSION A REVISION?	Y	N	IF YES, REVISION NUMBER _____			
<b>B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION</b>						
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
TOTALS:						
<b>C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR</b>						
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER		
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER		
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.						
<b>ETHNICITY</b>		<b>CODE</b>				
Black American		BA				
Hispanic American		HA				
Native American		NA				
Subcont. Asian American		SAA				
Asian-Pacific American		APA				
Non-Minority Women		NMW				
Other: not of any other group listed		O				
<b>D. SECTION TO BE COMPLETED BY COLLIER COUNTY</b>						
DEPARTMENT NAME:		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT		
ACCEPTED BY:				DATE		

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FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**LOBBYING CERTIFICATION**  
**(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 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.

\_\_\_\_\_  
Contractor (Firm Name)

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

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

\_\_\_\_\_  
Date

**PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 1**

<b>NOTIFICATION DATE:</b>  <b>12/19/2022</b>	<b>SOLICITATION TITLE:</b>  <b>Disaster Recovery Consultant Services - RFP</b>	<b>SOLICITATION NUMBER:</b>  <b>23-004</b>	<b>BID OPENING DATE &amp; TIME:</b>  <b>12/28/2022 2:00PM</b>
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**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO, AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

**The following answers to written, submitted questions:**

1. Will the City accept references from a State agency, such as Florida Division of Emergency Management? We believe it is applicable as it is still direct experience working with subrecipients, such as City of Naples. Can you please confirm?

**ANSWER: "References to satisfy the minimum requirements must be obtained from "Municipal clients" which includes local government entities such as city/town, county, tribal, etc. as well as other government agencies performing services on behalf of local government(s). If the work performed for Florida Division of Emergency Management (FDEM) included efforts indirectly on behalf of local government(s) (i.e., ensuring subgrantee(s)' eligibility for FEMA funding, assisting municipal partners with their FEMA documentation, etc.) then it can be included as one of the three references."**

2. Is there an incumbent? If so, could you please let us know it is, and ? Can you also provide their pricing?

**ANSWER: There is no incumbent.**

3. Should rates be fully burdened? Will travel be billed separately

**ANSWER: Yes, the rates must be fully burdened. Travel will not be billed separately.**

**###**

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

## Our fee philosophy

It is important that you feel our services are of high quality and that our fees are fair. We have given considerable thought to our proposed fees, recognizing that we operate in a very competitive and unpredictable environment. **We do not want fees to be a barrier to our appointment** and welcome the opportunity to discuss our estimates further with you.

The fees represent our estimates based on our preliminary assessment, understanding of your requirements, and information available. Any changes in scope, required travel, or procedures will be communicated openly with management throughout the process, so to help avoid issues at the end.

### Our professional fees

We believe our pricing is competitive and consistent with the high-quality service you would expect from your service provider. Further, we believe long-term business relationships are based upon strong personal relationships, mutual professional respect, and reasonable fees for professional services. Below are our proposed fees for our professional services.

### Fees that reflect potential value

- Efficient and effective services
- Cost certainty
- Transparent fees
- No hidden costs

## Price sheet

Contract pricing	Hourly rate	Estimated level of effort
Principal	\$255	5.0%
Director	\$225	10.0%
Manager	\$200	17.5%
Senior Associate	\$175	22.0%
Associate	\$135	28.0%
Admin support	\$105	17.5%
Blended rate based on level of effort		\$165



## Assumptions/Other matters/Disclosures

Assumptions/Other matters
<p>For the purposes of this Agreement and with respect to any federal reimbursement requirements, Contractor shall be determined to be a “contractor” per 2 C.F.R. § 200.331 and not a “subrecipient”.</p>
<p>Client acknowledges and agrees that the Contractor’s services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. KPMG will not perform management functions or make management decisions for Client.</p>
<p>Neither KPMG LLP nor its professionals will provide legal advice or engage in the practice of law in connection with the resulting engagement. All questions of law, including potential changes to current law, are the sole responsibility of the [CLIENT] in consultation with City council.</p>
<p>KPMG will be performing this contract on a fixed-fee basis, therefore paragraph ‘48. Cost Reimbursement’ from the RFQ is not applicable.</p>
<p>For any IT solution related work as presented in paragraph ‘5. Information Technology and Data Management’ of the RFP, KPMG and the City will discuss the scope of work and if additional terms are required.</p>
Disclosures
<p>KPMG LLP (KPMG or firm) is not presently suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency.</p> <p>To the best of our knowledge and belief, no current KPMG partner, principal, or employee has been suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state or local government department or agency arising out of conduct while employed by KPMG.</p> <p>To the best of our knowledge, no current partner, principal, or employee of KPMG LLP (KPMG or firm) has been charged with or convicted of a crime relating to the firm’s business or provision of services to clients in the past three years</p>
<p>KPMG will make every reasonable effort to be responsive to requests for inspection of its offices or facilities, but reserves the right to reject or limit such requests, if it determines, in its sole discretion, that such inspection would put at risk the confidentiality, availability or integrity of its own or its other clients’ data.</p>

## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, General Liability and Property Damage and shall include Contractual Liability, pursuant to ISO Form CG001, Personal Injury, Libel, Slander, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the general liability policy on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted. The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

**Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.**

## Summary of Insurance

We hereby confirm that the following described insurance is in force as at the date hereof:

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<b>Type of Insurance:</b>	Professional Indemnity Insurance
<b>Name of Assured:</b>	KPMG LLP (USA)
<b>Policy No.:</b>	P108202.01-00
<b>Insurer:</b>	North American Capacity Insurance Company
<b>Period:</b>	12.01 a.m. June 1, 2022 to 12.01 a.m. June 1, 2023
<b>Limit:</b>	USD \$1,000,000 (per claim) USD \$1,000,000 (annual aggregate)
<b>Geographical Limitation:</b>	Worldwide Coverage

It is the Insurance Policy between the Assured and the Insurer that establishes the terms, conditions and exclusions of the insurance. The limit shown is as requested. A deductible may apply as per Insurance Policy terms and conditions. This document is issued as a matter of information only. It does not amend, extend or otherwise alter any of the coverage terms, conditions or exclusions of the Insurance Policy, nor does it confer any rights upon the person or organization to whom it is issued. Any amendment, change or extension of the Insurance Policy can only be effected by specific endorsement attached thereto.

The Insurance Policy is written on a claims made basis and, pursuant to the terms and conditions of the Insurance Policy, there is a per claim limit and an annual aggregate limit. The annual aggregate limit may be eroded by losses from more than one claim.

For the avoidance of doubt, this document is issued by us at the request of the Assured and not as agent for the Insurer.

To: City of Naples  
Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 24102

Dated: January 17, 2023

Signed: *Aon Risk Services Northeast, Inc.*

### Immigration Law Affidavit Certification

**Attachment: Immigration Law Affidavit Certification**

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name KPMG LLP

Print Name Anthony J. Monaco Title Lead Engagement Partner

Signature *Anthony Monaco* Date December 21st, 2022

State of Georgia

County of Cobb

The foregoing instrument was signed and acknowledged before me this 21st day of December, 2022, by Anthony J. Monaco who has produced personally known as identification.

(Print or Type Name) (Type of Identification and Number)

Danielle Powell *Digitally signed by Danielle Powell*  
Date: 2022.12.21 11:03:49 -0500'

Notary Public Signature

Danielle Powell

Printed Name of Notary Public

W-00520915/September 27, 2025

Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**FEDERAL EMERGENCY MANAGEMENT AGENCY  
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

**Compliance with Federal Law, Regulations and Executive Orders:** The Sub-Recipient (City) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

## EXHIBIT I FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**Access to Records:** The contractor agrees to provide the City, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City 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.

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

**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, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

**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. The contractor shall include this provision in any subcontracts.

**Domestic Preference for Procurements 200.322** As appropriate and to the extent consistent with law, the non-Federal entity 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "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" means 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.

**License and Delivery of Works Subject to Copyright and Data Rights:** The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City 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 City 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 City.

**No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**Prohibition on 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 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

## EXHIBIT I FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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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.

**Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**Rights to Inventions Made Under a Contract or Agreement:** Exempt from FEMA Public Assistance Funding

**Suspension and Debarment:** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the 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.

**Procurement of Recovered Materials (§200.323) (Over \$10,000):** 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— 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.

**Termination for Cause and Convenience (over \$10,000):** See Standard Purchase Order and/or Contract Terms and Conditions

**Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000):** 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."



## EXHIBIT I FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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Contractors must sign and submit a certification to the City with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000):** Where applicable, all contracts awarded by the solicitor 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 (29 CFR Part 5).

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City or FEMA 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.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and 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.”

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

“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.

EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**Clean Air Act (over \$150,000):** 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act (over \$150,000):** 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Administrative, Contractual, or Legal Remedies (over \$250,000):** Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

**CONSTRUCTION ACTIVITIES**

**Equal Employment Opportunity Clause (§60-1.4):** 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.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

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FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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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.

**Davis Bacon Act:** Exempt under FEMA Public Assistance Funding

**Copeland Anti-Kickback Act:** Exempt under FEMA Public Assistance Funding

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FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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**STATE OF FLORIDA PROVISIONS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

**Applicable Laws** - The City and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The City shall include this provision in all contracts issued.

**Data Collection:** The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/City/permittee/engineering consultant.** The City's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the City's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

**Equal Employment Opportunity:** No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

**Inspector General Cooperation:** The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**Lobbying:** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

**Local Preference:** Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

**Physical Access and Inspection:** Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The City shall provide access to any location or facility on which City is performing work, or storing or staging equipment, materials or documents.
- ii. The City shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The City shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**Record Retention:** A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

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FEDERAL CONTRACT PROVISIONS AND ASSURANCES

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made and shall allow the City, the State, or its authorized representatives access to such records for audit purposes upon request.

**Statutory Notices Relating to Unauthorized Employment:** The City shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

**Statutory Notices Relating to Subcontracts:** Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.



EXHIBIT I  
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Collier City, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

\_\_\_\_\_

By: *Anthony Monaco*  
Signature

Anthony Monaco, Partner

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

227 N Bronough St Suite 7500

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

Tallahassee, FL 32301

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

\_\_\_\_\_  
UEI Unique Entity Identifier (for SAM.gov verification)

1/25/2023

\_\_\_\_\_  
Date

Sub-Recipient Name: Collier City Board of City Commissioners DEM

Contract Number: TBD

FEMA Project Number: TBD





EXHIBIT I  
 FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**LOBBYING CERTIFICATION**  
**(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 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.

KPMG LLP

Contractor (Firm Name)

*Anthony Monaco*

Signature of Contractor's Authorized Official

Anthony Monaco, Partner

Name and Title of Contractor's Authorized Official

1/25/2023

Date

KPMG as a firm is not a Certified (MBE) Minority Business Enterprise Status. However, we strive to engage and support minority businesses throughout the marketplace. The proposal team herein includes Indelible Emergency Management, wholly owned by Indelible Solutions, LLP, which has minority business enterprise status with Florida Department of Management Services. See below for current certification.

