

R-26- 23

RESOLUTION NO. _____

**A RESOLUTION RATIFYING A MULTIYEAR CONTRACT FOR
DISASTER-RELATED DEBRIS MANAGEMENT SERVICES WITH
CROWDER GULF LLC; AND FOR OTHER PURPOSES.**

WHEREAS, in June 2024, the City of North Little Rock (the "City") solicited bids for disaster-related debris management services, and accepted the proposal from CrowderGulf, LLC; and

WHEREAS, the City and CrowderGulf, LLC, entered into a multiyear Contract for Disaster-Related Debris Management Services ("Contract") for a term of two years, effective upon approval of the City Council (see Contract attached hereto as Exhibit A); and

WHEREAS, due to an oversight, the Contract did not go before City Council for approval, and it is in the best interest of the City and its residents to ratify the contract to continue the services for the remaining year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the City Council hereby ratifies the Contract for Disaster-Related Debris Management Services (attached hereto as Exhibit A), effective on September 17, 2024.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Terry C. Hartwick
Mayor Terry C. Hartwick by AT

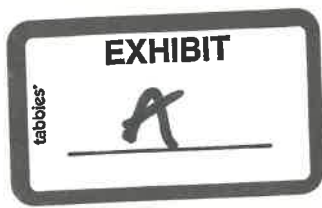
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	10:44	A.M.	_____	P.M.
By	Amy Fields			
DATE	2-3-26			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>[Signature]</u>			



(9/17/2024)
2/2/2025



CONTRACT

for

DISASTER-RELATED DEBRIS MANAGEMENT SERVICES

THIS CONTRACT for Disaster-Related Debris Management Services (hereinafter referred to as "Contract") is made and entered into by and between the City of North Little Rock, Arkansas, a political subdivision of the State of Arkansas, (hereinafter referred to as "City"), and CrowderGulf, LLC, with a place of business at 5629 Commerce Blvd East, Mobile, Alabama 36619 (hereinafter referred to as "Contractor"), with City and Contractor sometimes individually referred to herein as "Party", or collectively referred to as "Parties."

RECITALS

WHEREAS, it is the desire of the City to obtain Professional Services for Disaster Related Debris Management Services under this fixed-rate usage Contract for services; and,

WHEREAS, the City issued Request for Qualifications No. 24-3866, dated June 2, 2024, attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as "RFQ"), seeking statements from qualified firms to manage, remove, and lawfully dispose of disaster-generated debris from designated public property, rights-of-way, easements and possibly private property immediately after a natural or manmade disaster in order to eliminate immediate threats to the public's health and safety; and

WHEREAS, Contractor responded to the solicitation offering the complete scope of services as requested in the solicitation, and Contractor has represented through its Response to the RFQ, which is incorporated by reference as if set forth word for word herein as Exhibit "B," that its proposed services shall meet or exceed the City's requirements and specifications as set forth herein with highly qualified and experienced personnel dedicated to provide said services to the City; and,

WHEREAS, Contractor agrees to provide Disaster-Related Debris Management Services as more specifically described in the RFQ under Scope of Work; and,

WHEREAS, City agrees to pay Contractor the fees as further set forth in Contractor's Rate Schedule, attached hereto as Exhibit "C," and incorporated herein; and,

WHEREAS, upon commencement and completion of all services as set forth herein and agreed to by the Parties, Contractor shall assume all responsibilities and obligations inherent with providing Services;

NOW, THEREFORE, the Parties mutually agree to the Recitals, and the following stipulations and conditions:

The above Recitals are incorporated in the Contract as if fully set forth herein.

ARTICLE 1

SCOPE OF WORK

1.1 Scope of Services: This Contract specifies the contractual terms, conditions, and general requirements by which the Contractor will provide Professional Services for Disaster-Related Debris Management Services under a usage Contract for services with Contractor to be reimbursed for certain costs and expenses using a mutually agreed upon formula, inclusive of, but not limited to, the requirements set forth in Exhibit "A."

1.2 The Work includes, but is not limit to, all labor, materials, equipment, supplies, and incidental items necessary to complete the Work in conformance with the Contract Documents (the "Project").

ARTICLE 2

CONTRACT TERM

2.1 Term of Contract: The term of this Contract shall be for two (2) years, effective upon approval of the North Little Rock City Council, unless otherwise terminated by City. This Contract may be extended for two (2), one (1) years extensions upon written concurrence of both parties, including any changes to the terms, conditions, general requirements, and rates, and must be approved by the North Little Rock City Council. The City shall provide written notice to Contractor of its intent to extend the Contract not less than ninety (90) days prior to the expiration of the then current Contract term, and upon written acceptance by the Contractor, an extension of the original Contract shall be agreed upon by the parties.

ARTICLE 3

CONTRACT DOCUMENTS

3.1 Contract Documents: The Contract Documents shall consist of:

- (a) This executed Contract and all exhibits and/or attachments;
- (b) Request for Qualifications No. 24-3866 dated June 2, 2024 (Exhibit "A");
- (c) Contractor's Response to Request for Qualifications dated June 24, 2024, including Contractor's signed Federal Certifications Addendum for Contract Funded by Federal Funds and FEMA Required Contract Provisions for Non-Federal Entity Under Federal Law Awards Required By 2 C.F.R. §200.326, Appendix II to 2 C.F.R. §200 (Exhibit "B");
- (d) Performance Bond and Payment Bond
- (e) Certificate of Insurance;
- (f) Amendments to Contract;
- (g) Notice to Proceed;
- (h) Change Orders, if applicable; and
- (i) Field Orders, if applicable.

3.2 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, general requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any

document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, this Agreement shall prevail and be given effect. The Contract Documents may only be amended, modified, or supplemented as provided herein.

ARTICLE 4

CONTRACT PRICE

4.1 Compensation: This is a usage Contract between the City and Contractor for Professional Services. Disaster –Related Debris Maintenance Services, as provided in Exhibit A, "RFQ."

4.2 The City and Contractor agree to accept the negotiated rates as set forth in this contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The City shall have no obligation to pay any sum, should the Contract never be utilized.

4.3 Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from the Federal Emergency Management Agency ("FEMA"), and the Arkansas Division of Emergency Management Services ("EMS"); and inclusion of sufficient funding for the services hereunder in the budget approved by the North Little Rock City Council for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Contract without penalty.

4.4 The City will pay the rates in accordance with the Exhibit "C" to this Contract; partial payment may be allowed at the City's Designated Representative's discretion. Payment will only be made for disaster-related debris management services that FEMA/EMS determines eligible, as identified in the FEMA Regulations, Public Assistance Guides and Fact Sheets. The equipment rates attached hereto and incorporated herein as Exhibit "D," include the cost of experienced, licensed operators. Any deployment of equipment or labor listed below is subject to prior approval by the City's Designated Representative.

4.5 Usage: No guarantee is given by the City to the Contractor regarding usage of this contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the City at prices listed in the contract, regardless of quantity requested.

ARTICLE 5

DESIGNATED PROJECT MANAGER AND KEY PERSONNEL FOR CONTRACTOR AND CITY

5.1 Contractor shall appoint a Project Manager, as specified in Article 14, "Notices," to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to acceptance by the City, which shall not be unreasonably withheld, and shall not be changed without the written consent of the City's Project Manager, which consent shall not be unreasonably withheld.

5.2 The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

5.3 The City shall appoint a Project Manager, as specified in Article 14, "Notices," to act as liaison between the City and the Contractor during the term of this Contract. The City's Project Manager shall provide oversight of Contractor's performance and coordinate the activities of the City staff assigned to work with the Contractor.

5.4 The City's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The City's Project Manager shall notify the Contractor in writing of such action, and the reason for such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the City's Project Manager. The city's Project Manager shall review and accept the appointment of the replacement for the Contractor's Project Manager and key personnel. Said acceptance shall not be unreasonably withheld.

ARTICLE 6

REPORTS AND MEETINGS

6.1 The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in the Contract Documents. The City's Project Manager and Contractor's Project Manager will meet at a City designated location to discuss the Contractor's performance and progress under this Contract, as directed or requested by the City's Project Manager. If directed by City, the Contractor's Project Manager and other project personnel shall attend all meetings. The contractor shall provide such information that is directed by the City for the purpose of monitoring progress under this Contract.

ARTICLE 7

CONFLICT OF INTEREST

7.1 The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor, the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payment, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the City.

ARTICLE 8

OWNERSHIP OF DOCUMENTS

8.1 The City has permanent ownership of all materials, directly connected and derivatively, produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the City, and may be used by the City as it may require without additional cost to the City. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the City.

8.2 All materials, documents, data or information obtained from the City data files or any medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the City. Such

data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of this Contract.

ARTICLE 9

SUSPENSION OF WORK

9.1 At any time and without cause, the City may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to the Contractor and the City's Project Managers. Such notice will fix the date on which the Contractor shall resume the Work. The Contractor shall resume the Work on the date so fixed. Upon submitting documentary evidence of loss directly attributable to any such suspension, Contractor may be entitled to payment, upon approval by the City Council,

ARTICLE 10

TERMINATION

10.1 The Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents for a period of ten (10) business days after receipt of notice of failure to perform will constitute a default by the Contractor if such failure was not cured within said applicable period, and justify termination for cause.

10.2 If the Contractor defaults in its obligations, then after giving the Contractor and any surety ten (10) business days written notice that the City is considering a declaration that the Contractor is in default and termination of the Contract, the City may proceed to:

- a) Declare the Contractor to be in default, and give the Contractor and any surety notice that the Contract is terminated; and
- b) Enforce the rights available to the City under any applicable performance bond.

10.3 The City may not proceed with termination of the Contract under Paragraph 10.1 if the Contractor within ten (10) business days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure to the satisfaction of the City. The City, however, may proceed with written notification to Contractor and surety that the City is considering a declaration that the Contractor is in default.

10.4 Subject to the terms and operation of any applicable performance bond, if City has terminated the Contract for cause, the City may exclude the Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which the City has paid the Contractor but which are stored elsewhere, and complete the Work as the City may deem expedient.

10.5 In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, the Contractor shall pay the difference to the City.

10.6 Upon ten (10) days' written notice to Contractor, the City may, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract for convenience. In such case, upon submission of reasonable documentation to City, Contractor shall be paid (without duplication of any items) for:

- a) Work completed to the reasonable satisfaction of the Owner acting in good faith in accordance with the Contract Documents prior to the effective date of termination effective date of termination, including fair and reasonable sum for overhead and profit on such Work;
- b) Approved, documented expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, including fair and reasonable sum for overhead and profit on such Work; and
- c) Reasonable expenses, including without limitation demobilization, termination and/or cancellation charges from subcontractors, suppliers and subconsultants, directly attributable to termination, supported by documentation reasonably satisfactory to City acting in good faith.

10.7 Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination other than as provided in 10.6 above.

10.8 The City shall have the right to terminate this Contract with thirty (30) days' notice, and without penalty, for the following reasons:

- a) Non-appropriation of funds sufficient to allow the Owner to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- b) If funds are not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the City to make any payment hereunder are insufficient or unavailable for any other reason as determined by the City in its sole discretion; or
- c) If the City's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified;
- d) If the City's duties, programs or responsibilities are modified or materially altered; or
- e) If there is a decision of any court or administrative law judge or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the City's ability to fulfill any of its obligations under this Contract. The City shall provide Contractor with written notice of termination pursuant to this section.

As used herein, the term "appropriation" shall mean and include the due adoption of an

appropriation Ordinance and budget and the approval or availability of sufficient funds for the performance of fiscal obligations arising under this Contract.

All payment for Services and Work performed in accordance with the Contract Documents up to and including the date of termination of this Agreement to the reasonable satisfaction of the Owner, acting in good faith, will be paid upon submittal of written supporting documentation.

10.9 City may terminate performance of the Work under this Contract for its convenience. The City's Project Manager shall terminate the Contract by delivering to the Contractor a written notice of termination specifying the extent of the termination and the effect date thereof. The Parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

10.10 After receipt of a notice of termination and, except as directed by the City's Project Manager, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amount due under this clause.

Contractor shall:

- a) Stop work as specified in the notice of termination, if Contract is terminated;
- b) Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract;
- c) Terminate all orders and subcontracts to the extent they relate to the work terminated;
- d) Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
- e) As directed by the City's Project Manager transfer title and deliver to the City (i) work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) completed or partially completed plans, information, and other property that, if the Contract had been completed, would be required to be furnished to the City;
- f) Complete performance of the Work not terminated; and
- g) At the completion of the Contractor's termination efforts, the Contractor may submit to the City's Project Manager a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

10.11 The Contractor shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated Contract or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

10.12 Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for five (5) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the City, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the City, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

10.13 Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

ARTICLE 11

CONTRACT DISPUTES

11.1 The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the City's Project Manager, such matter shall be brought to the attention of the City's Director of Construction and Building Services ("Initial Decision Maker"), as specified in Article 15, "Notices," by way of the following process:

- a) The Contractor shall submit to the Initial Decision Maker a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the City, on its own initiative, has already rendered such a final decision.
- b) The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith and in accordance with the executed contract, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the City is liable.
- c) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the City shall be expressly identified as such, shall be in writing, and shall be signed by the Initial Decision Maker, or her/his designee. If the City fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.

11.2 If, for some reason, the Initial Decision Maker is not able to fulfill the duties of informal mediator, the Parties may mutually agree upon another person to review the matter.

ARTICLE 11

ADDITIONAL REQUIRED OR RECOMMENDED FEDERAL CONTRACT PROVISIONS.

ARTICLE 12

ERRORS AND OMISSIONS; PUBLICATION; NEWS/INFORMATION RELEASE

12.1 All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the City. Contractor agrees that City review is discretionary and Contractor shall not assume that the City will discover errors and/or omissions. If the City discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the City, or others, discover errors or omissions in the reports, files or other written documents submitted by Contractor after City approval thereof, City approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the City and Contractor, and the reports, files or documents will be returned to Contractor for correction.

12.2 No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the City, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the City unless otherwise agreed to by all Parties.

12.3 The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said media contact from the City through the City's Project Manager, in coordination with the City's Communications Department. Any requests for interviews or information received by the media should be referred directly to the City. Contractors are not authorized to serve as a media spokespersons for City projects without first obtaining permission from the City Project Manager, in coordination with City's Communication Department.

ARTICLE 13

CONDITIONS AFFECTING WORK

13.1 The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract, and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to City. City assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the City are expressly stated in the Contract.

ARTICLES 14

NOTICES

14.1 Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers routine exchange of information and cooperation during the terms of the Work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. Notice by electronic means will be deemed to have been duly given upon providing proof of documented proof of delivery. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

City of North Little Rock:	Office of Emergency Services Attn: Kim Francisco, Director 1206 Sycamore Street North Little Rock, AR 72114 kfrancisco@nlr.ar.gov
Copy to City Attorney:	North Little Rock City Attorney Attn: Amy Beckman Fields, City Attorney 700 West 29th Street North Little Rock, AR 72114 amfields@nlr.ar.gov
Contractor:	Crowder Gulf, LLC Attn: Ashley Ramsay-Naile 5629 Commerce Blvd East Mobile, AL 36619
Claims Dispute:	Director of Construction & Building Services Attn: Mary Beth Bowman 700 West 29th Street North Little Rock, AR 72114 mbowman@nlr.ar.gov

ARTICLE 15

INSURANCE; PERFORMANCE AND PAYMENT BONDS

Insurance

15.11 Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the City that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage. Certificates of Insurance, and endorsements on deposit with the City during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant

to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by City from Contractor under this Contract. **It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work.** Such proof of insurance must be maintained by Contractor through the entirety of this Contract and provided to the City prior to execution of the Contract.

15.12 The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Contractor Minimum Limits
Commercial General Liability with broad form property damage, contractual liability and products and completed operations	\$5,000,000 limit per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Environmental/Pollution Insurance including NODS	\$5,000,000 per claims made or per occurrence
Coverage	SubContractor Minimum Limits
Commercial General Liability with broad form property damage and contractual liability and products and completed operations	\$1,000,000 limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

15.13 All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

15.14 Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the Contractor's, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

15.15 The policy or policies of insurance must be issued by an insurer with a minimum rating of A-(Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of Arkansas. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the City retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

15.16 Contractor's commercial general liability policy shall include the following coverages and endorsements:

- a) Products and completed operations coverage maintained for four years after final payment;
- b) Blanket contractual liability coverage to the extent permitted by law;
- c) Broad form property damage coverage; and
- d) Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

15.17 The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list City and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

- a) Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to City that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- b) If applicable, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyor Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

15.18 Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to City that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

15.19 If applicable, the Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

15.20 If Contractor has failed to obtain and maintain required insurance, City may exclude the Contractor from the Sites, impose an appropriate set-off against payment, and exercise City's termination rights under Article 10.

15.21 All insurance policies required by this Contract shall waive all rights of subrogation against the City, their elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

15.22 Contractor shall notify City in writing within thirty (30) days of any policy cancellation notice to City and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to City. Failure to provide written notice of cancellation may constitute a material breach of the Contract upon which the City may suspend or terminate this Contract.

15.23 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO 0001 policy).

15.24 Insurance certificates should be forwarded to the Office of Emergency Services at the address provided in Article 14.

15.25 Contractor shall provide the insurance certificate and endorsements prior to execution of the Contract.

15.26 City expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by City as appropriate to adequately protect City.

15.27 City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with City incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and City shall be entitled to all legal remedies. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

15.28 Contractor shall provide a Performance and Payment Bond equaling the total amount of the bid (pursuant to Ark. Code Ann. §§ 18-44-503 and 22-9-401). Two originals of the bonds shall be delivered to City's Designated Representative when usage commences.

ARTICLE 16

CHANGES IN THE WORK

16.1 Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order additions, deletions, or revisions in the Work, in writing.

16.2 City and Contractor shall execute appropriate Change Orders covering:

- a) Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; provided, however, that any increase in Contract Price has been duly appropriated by the City Council and authorized; and

- b) Changes in the Contract Price or Contract Time or other changes, which embody the substance of any final binding results under Article 16.

16.3 If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 17

BILLS AND LIENS

17.1 Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article __ below, indemnify, defend, and hold City harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

ARTICLE 18

CHANGE OF OWNERSHIP

18.1 Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of City.

ARTICLE 19

FORCE MAJEURE

19.1 For purposes of this Contract, "Force Majeure Event" means any action or event that occurs outside the Contractor's control and without the fault or negligence of Contractor. Without limitation, a Force Majeure Event means any of the following events: (a) acts of God; (b) floods, fires, earthquakes, tornadoes, explosions, or other natural disasters; (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (d) federal, state, or local governmental authority, proclamations, orders, laws, actions, or requests; (e) embargoes or blockades in effect on or after the date of this Contract; (f) epidemics, pandemics, coronavirus, Covid-19, biological or chemical contamination, or other national or regional public health emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) material shortages of supplies, adequate power, or transportation facilities; (i) any governmental enactment that prohibits or materially interferes with the ongoing construction of the Work; and (j) other events beyond the control of the parties. If a Force Majeure Event impacts, disrupts, or interferes with the performance or progress of the Work: (i) the Contractor shall be entitled to an automatic extension of the Term equal to the number of days the Force Majeure Event was ongoing and (ii) Contractor may be entitled to an adjustment in the Contract Price, with the prior written approval of the Commission, which approval shall not be unreasonably withheld, delayed or conditioned; provided, that the Contractor has documented any increased costs or expenses required to perform the Work. A Force Majeure Event

shall not release the parties from their obligations under this Contract nor shall it be construed to discharge any surety. Contractor shall deliver written notice to the Commission within fifteen (15) business days of the Force Majeure Event and assess the anticipated impact on the Contractor's ability to perform. The Contractor shall provide updates to its assessment of the impacts on its ability to perform under this Contract on a monthly basis.

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment, strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to City within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

ARTICLE 20

CONFIDENTIALITY

20.1 Contractor agrees to maintain the confidentiality of all City-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

ARTICLE 21

COMPLIANCE WITH LAWS

21.1 Contractor represents and warrants that the services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County and District. Contractor acknowledges that County and District is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "35" above and "52" below, Contractor agrees that it shall defend, indemnify and hold County and District and their Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

22.1 **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

23.1 **Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

24.1 **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by City, and hold harmless, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the City or both in connection with any

alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25.1 Indemnification Provisions: Contractor agrees to indemnify, defend with counsel approved in writing by City, and hold City, its elected and appointed officials, officers, employees, agents ("Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and City by a court of competent jurisdiction because of the concurrent active negligence of Indemnitees, Contractor agrees that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

26.1 Audits/Inspections: Contractor agrees to permit the auditors from a private auditing firm hired by the City access during normal working hours to records, reports, files, supporting documentation, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The City will provide reasonable notice of such an audit or inspection and agrees to comply with Contractor's policies with respect to the protection of sensitive or confidential information. The City reserves the right to audit and verify the Contractor's records before final payment is made.

27.1 Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the City's Project Manager with a copy to the City's City Attorney.

28.1 Public Right-of-Way. Contractor acknowledges that a public right-of-way is an easement used for ingress and egress to property. These easements are held by the City for the benefit of the public at large. Contractor is not required to repair any rights-of-way used for ingress, egress or regress to and from the Site of Work caused by the disaster. Contractor is required to repair damage caused by Contractor, or by its subcontractors, directly or indirectly under Contractor's control, including, but not limited to, destruction of manholes by Contractor's or by its subcontractors' trucks, signs knocked down by Contractor or its subcontractors, or destruction of underground cable lines clearly marked.

29.1 Contractor Personnel – Uniforms/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract.

30.1 Independent Contractor. Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.

31.1 Third-Party Beneficiaries. Neither Contractor nor City intends to directly or substantially benefit a third-party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to the Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

32.1 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by Contractor, except with the prior written approval of the City Council, which shall be in their sole and absolute discretion. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior written approval of the City's Project Manager, which shall be in his or her sole and absolute discretion. A list of all such subcontractors shall be provided prior to the execution of this Contract. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Bid, a list of such subcontractors shall be provided to the City Manager, subject to his or her approval.

Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and completely perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to City's satisfaction for the agreed compensation.

Contractor shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

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

34.1 Materiality and Waiver of Breach. City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

35.1 Material Safety Data Sheets (MSDS): The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the City under the Contract. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the City. The provision of the MSDS must be in accordance with the requirements of A.C.A §§ 8-7-1001 through 1016 and ; 11-2-110, 113. The MSDS for each substance must be sent to the City Project Manager and must also be sent to:

Arkansas Department of Labor
Public Employee Right to Know
10421 West Markham
Little Rock, AR 72205

36.1 Terms and Conditions: Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

37.1 Governing Law: The laws of the State of Arkansas shall govern this Contract, and the proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in the U.S. District

Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas. The Contractor irrevocably waives any right to challenge the jurisdiction or venue of any cause of action under this Contract.

38.1 Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

39.1 Authority: The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

40.1 Headings: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

41.1 Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

42.1 Calendar Days: Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.

43.1 Survival of Obligations: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

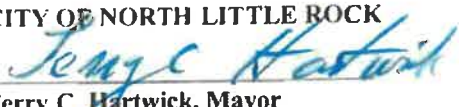
44.1 Contractor's Certifications: Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

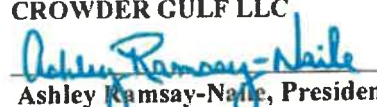
45.1 No Presumption against Drafter: Each of the parties hereto has jointly participated in the negotiation and drafting of this Contract. In the event an ambiguity or a question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Contract.

46.1 Counterpart Execution: This Contract may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument. An original signature transmitted by facsimile or other electronic means shall be deemed to be original. A party, with the intent to be bound by or authenticate this Contract, may use an electronic or digital signature method, which is: (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; and (d) linked to data in such a manner that if the data are changed the electronic signature is invalidated.

47.1 **Filing.** This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly authorized representatives effective as of the date first above written.

CITY OF NORTH LITTLE ROCK
By: 
Terry C. Hartwick, Mayor

CROWDER GULF LLC
By: 
Ashley Ramsay-Naile, President

Date: 2-7-25

Date: 09-17-24

ATTEST:


Diane Whitney, City Clerk

2/7/2025

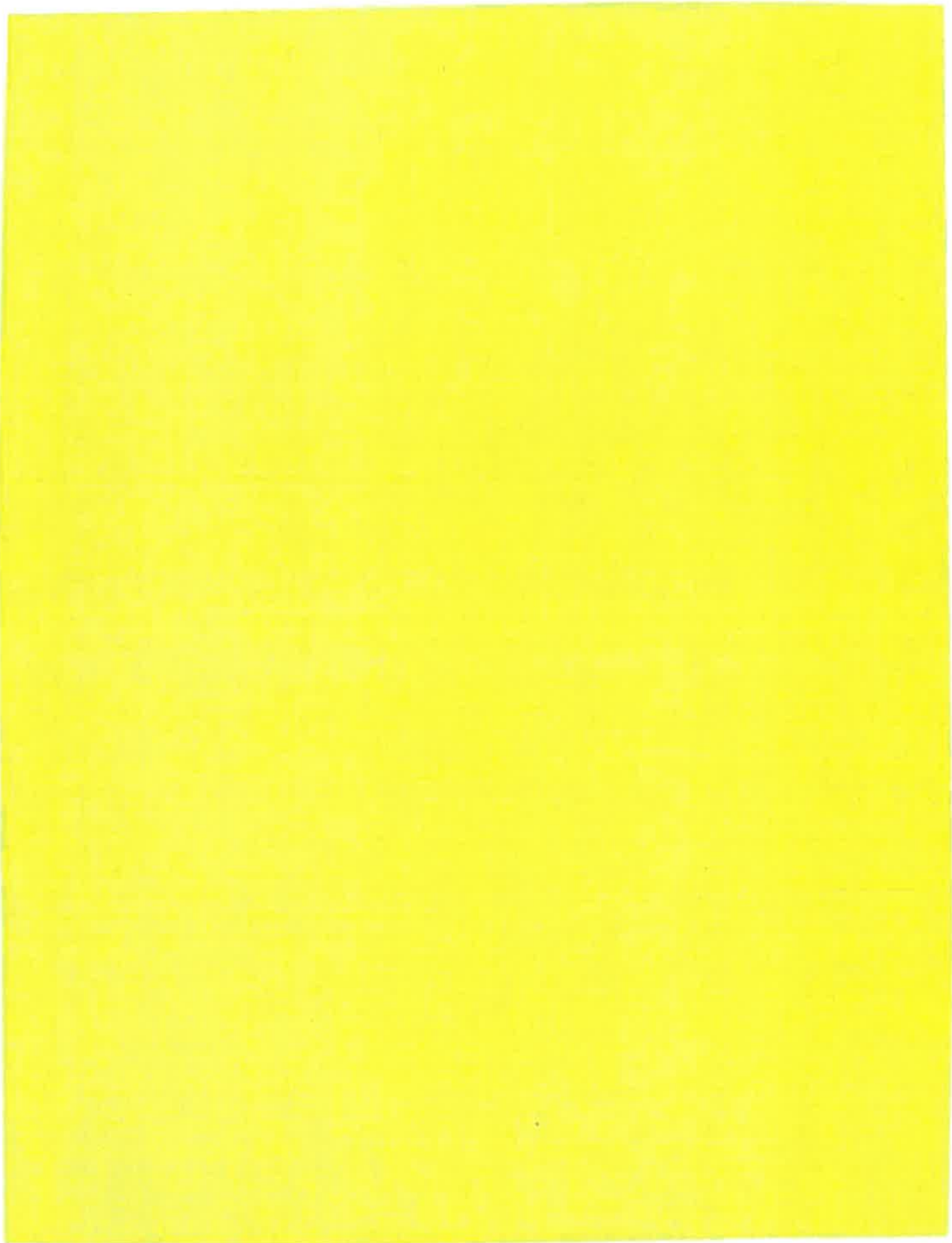
Approved as to Form:

CITY OF NORTH LITTLE ROCK

AMY BECKMAN FIELDS
City Attorney

By: 
Deputy City Attorney

February 6, 2025
Date



CITY OF NORTH LITTLE ROCK, ARKANSAS
FINANCE DEPARTMENT
COMMERCE DIVISION
Amy Smith, Purchasing Manager
Sheila Harper, Purchasing Assistant



700 West 29th Street
P.O. BOX 5757 (72119)
NORTH LITTLE ROCK, AR 72114
501-975-8881 Phone

REQUEST FOR QUALIFICATIONS **EXHIBIT "A"**

RFQ Number: 24-3866 Date Issued: Sunday, June 2, 2024

Date & Time Bid Opening: Monday, June 24, 2024 at 4:00 p.m.

THE CITY OF NORTH LITTLE ROCK IS SEEKING STATEMENTS FROM QUALIFIED FIRMS TO MANAGE, REMOVE, AND LAWFULLY DISPOSE OF DISASTER-GENERATED DEBRIS FROM DESIGNATED PUBLIC PROPERTY, RIGHT-OF-WAY, EASEMENTS AND POSSIBLY PRIVATE PROPERTY IMMEDIATELY AFTER A NATURAL OR MANMADE DISASTER IN ORDER TO ELIMINATE IMMEDIATE THREATS TO THE PUBLIC'S HEALTH AND SAFETY.

PLEASE SUBMIT FOUR (4) COPIES.

QUALIFICATION STATEMENTS SHOULD INCLUDE:

1. HISTORY AND EXPERIENCE
2. STAFF CAPACITY AND QUALIFICATIONS
3. FIELD SUPERVISION CAPABILITY
4. PROJECT LIST AND REFERENCES

Note: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID

EXECUTION OF BID

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this RFQ/RFP/BID including conditions set forth and pertinent information requests.

Name of Firm: _____ Phone No.: _____

Arkansas Tax Permit No.: _____

Business Address: _____

Signature of Authorized Person: _____

Title: _____ Date: _____

UN-SIGNED COVER SHEETS WILL BE REJECTED

Introduction

The City of North Little Rock is seeking qualification statements to establish a pre-need, pre-event contract from qualified firms with experience in disaster debris removal and disposal services in accordance with Federal Emergency Management Agency (FEMA) guidelines.

Statement Submission

Statements, inclusive of all requested information and supporting documents, shall be submitted no later than 4:00 p.m., Monday, June 20, 2024. Statements shall be submitted to the Commerce Division at 700 West 29th Street, 3rd Floor, North Little Rock, Arkansas 72114.

Statements received after the time specified will not be considered.

Scope of Work

The services listed below will include, but are not limited to, the following for this Project:

The City of North Little Rock is seeking statements from qualified and highly experienced Contractors. In the event of a disaster, the selected Contractor will be expected to be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the City. The contractor will provide disaster debris removal services of debris generated from the public rights-of-way, drainage areas, waterways, and other public eligible, or designated areas. This may consist of cutting, clean up, removal, hauling, reduction, grinding or chipping, and proper disposal of white goods, construction and demolition debris, and vegetative debris. Additionally, the Contractor will manage the operations of the City's Temporary Debris Staging and Reduction Sites and/or existing disposal sites. The Debris Removal Contractor will work in coordination with the city or its authorized representative.

General Requirements

The work to be undertaken includes, but not limited to:

1. **FEMA Compliance** – The Debris Removal Contractor shall work closely with the CITY and its authorized representative to ensure that all work is FEMA-compliant, and all documentation is properly obtained, including GPS coordinates and photos. The utilization of FEMA approved documentation is required. All information supplied by the vendor shall be in the most current format and forms required for direct submission to FEMA, the Arkansas Department of Emergency Management, and the CITY.
2. **Emergency Road Clearance**: Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes as directed by the CITY.
3. **Debris Removal from Rights-of-Way (ROW) and Easements**: As directed by the CITY, the Contractor shall load and haul all eligible debris from public right-of-ways and easements. Removal of debris beyond the public right-of-ways as necessary to abate imminent and/or significant threats to the public health and safety of the community may be required. All collection and hauling will be consistent with all federal, state and local requirements applicable to the disaster event.
4. **Debris Clearance/Removal from Public Property**: As directed by the CITY, the Contractor shall clear eligible debris from public property, load and haul all debris to a lawful disposal destination.
5. **Debris Removal from Private Property**: Should an imminent threat to life, safety and health to the general public be present on private property, the Contractor as directed by the CITY, will

accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.

6. **Reduction of Vegetative and Construction and Demolition (C&D) Debris:** In order to reduce the burden on available landfill space, the Contractor may be required to reduce vegetative and C&D debris by grinding or chipping.
7. **Reduction of C&D Debris by Compaction:** The Contractor may be required to reduce C&D debris by compacting the debris with heavy equipment (i.e. large trackhoe). This may include C&D debris delivered to the Temporary Debris Staging and Reduction Sites (TDSRS) by the Contractor, CITY, or by others.
8. **Temporary Debris Staging and Reduction Sites (TDSRS):** In coordination with the CITY, the Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible storm debris. Site preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. The Contractor shall be responsible for TDSRS site closure and reclamation, which shall be accomplished in accordance with any Federal, State and Local laws, standards and regulations. The contractor shall have TDSRS site personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS site facilities in cooperation with City designated representatives.
All debris shall be processed and staged in accordance with local, state and federal law, standards and regulations. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
9. **Hazardous Waste Removal and Disposal:** The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, certified, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and federal regulations.
10. **Demolition of Hazardous or Condemned Structures:** As directed by the CITY, the Contractor shall demolish structures and remove debris that has been determined by the CITY to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The CITY will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. In addition, the CITY will direct actions to that the aforementioned ROE Agreement includes a Hold Harmless clause from the private property owner that indemnifies the CITY and the Federal Government from any and all damages resulting from the Contractor's debris removal operations from said property. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities. Where appropriate waivers are obtained, the CITY may direct the Contractor to clear debris from private property.
11. **Debris Disposal:** The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable local, state and federal laws, standards and regulations. Final disposal locations will be at approved facilities with prior notification to the CITY and their consent on the proposed disposal site. All temporary

disposal and reduction sites shall comply with all local, state and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the CITY.

Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

12. **Documentation and Inspections:** Storm debris shall be subject to inspection by the CITY or its authorized representative. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the CITY and authorized representatives, access to all work sites and disposal areas. The Contractor and the CITY will have in place at the TDSRS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS facilities. The Contractor will assist the CITY in preparation of the Federal, FEMA, and state reports for any potential reimbursement through the training of City of North Little Rock employees and the review of documentation prior to submittal. The Contractor will work closely with the CITY, its authorized representatives, the Arkansas Division of Emergency Management, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
13. **Work Sites:** The CITY will establish the priority and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If the CITY does not award a single contract, as proposed, and decides to award multiple contracts, each Contractor will be assigned a geographic area or type of debris. The CITY may choose to reassign areas at any time for any reason. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less) that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the City or its agent. **Contractor will not be allowed to "cherry pick" debris.**
14. **White Goods:** The Contractor shall remove, decontaminate, transport, and recycle (or dispose of, at Contractor's discretion) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc. from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling process. Contractor shall dispose of all white goods encountered in accordance with applicable local, state and federal laws.
15. **Hazardous Stumps Leaning Trees and Hanging Limbs:** The contractor shall remove all stumps, leaning trees and hanging limbs on public property and rights of way that are determined to be hazardous to public access and only as directed and approved by a City designated representative prior to removal. If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be removed.

The Contractor shall back-fill each stump hole flush with the surrounding ground with clean fill dirt and compacted. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Stumps will be hauled to TDSRS where they shall be inspected and categorized by size. Any stump locations which resulted in damage to sidewalks, curb and gutter, street surfaces or other infrastructure shall be recorded by the contractor and City designated representatives.

16. **Clean Fill Dirt:** The Contractor shall place compacted fill dirt created by equipment, holes created by the removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the CITY. This clean fill dirt shall be compacted as directed by the CITY.
17. **Contractor Equipment:** All equipment and vehicles utilized by the Contractor shall meet all the requirements of Federal, state and local regulations including, without limitation, all USDOT regulations, and are subject to the approval of the CITY. All loads must be secured and tailgates must be made of metal. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
18. Prior to start of work, the Debris Removal Contractor shall submit to the City or its authorized representative, certification indicating the type of vehicle; make; model; license plate number; Debris Removal Contractor equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA, Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by the City or its authorized representative and the reported volume shall be the same as shown on the signs affixed to each piece of equipment.

Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

19. **Documentation and Recovery Process:** Contractor will provide the following in addition to debris removal:
 1. Recovery process documentation- create recovery process documentation plan;
 2. Maintain documentation of recovery process;
 3. Provide written and oral status as requested by the CITY;
 4. Review documentation for accuracy and quantity; and,
 5. Assist in preparation of required FEMA documentation
 6. Act as a representative in any FEMA inquiry

Contractors shall have proven experience with overall management and knowledge of FEMA requirements, rules and regulations to qualify for this item.

20. All actions shall be performed in accordance with current FEMA, FHWA, OSHA and state requirements and in coordination with the City.

Assignment of Key Staff

The key member(s) of the project staff must be identified and assigned to the project for the duration of the contract unless the City agrees in writing to modify the assignment. If a key member leaves the firm during the course of the contract, the City must be notified immediately and the firm must submit the replacement's name and credentials for approval by the City prior to that person

starting work on the contract.

Records Retention and Confidentiality

The successful contractor shall maintain all records for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) year retention period, the City shall have the option to take possession of the work papers, reports, plans, permits and documents, electronic and/or hard copy, whenever the successful firm decides to dispose of them. The successful firm shall notify the City in writing prior to any disposal of documents related to this contract.

Qualification Criteria

The response to this RFQ shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet and design needs specified in this request. To expedite the review process, please organize the technical information in the order listed below with the submission being concise. This technical evaluation for professional services is strictly for firm and personnel qualifications.

To be eligible to respond to this RFQ, a certification by the respondent is required to each of the following requirements:

1. Must have no conflict of interest in representing the City in the full capacity of the scope; and,
2. Must carry a level of insurance, or negligence appropriate for the magnitude of the engagement.
3. Experience, demonstrating current capacity and current expertise, in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris removal for at least three government entities involving a minimum of 250,000 cubic yards for each client. Recent debris removal experience is preferred.
4. Documented knowledge and experience with FEMA, other federal agencies, federal programs, funding sources and reimbursement processes.
5. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

Availability of Staff

Identify resources, capacity and capability of the firm to provide the services requested on an expedited basis, specifically a staffing plan, and the professional qualifications of the staff.

Subject Matter Experience

1. Demonstration of knowledge and expertise related to all aspects of disaster debris removal.
2. Demonstration of knowledge and expertise related to all aspects of FEMA documentation, reimbursement, and project management related to disaster debris removal.
3. The City requests examples of past contracts covering a range of sizes and scopes listing the client, disaster event, quantity and type of debris removed, service period, and other relevant explanatory or descriptive information.

References

Provide a list of references. The City is particularly interested in contacting your governmental clients in the state of Arkansas. At least three (3) contract references of comparable size and scope are required.

Term

The contract for services shall be for a two (2) year term with the option of two (2), one (1) year extensions.

Questions Regarding Specifications or the Qualification Process/ Addendum(s)

To ensure fair consideration for all firms, the City prohibits communication to or with any City elected official, department director, division manager, employee or agent during the submission process with the exception of those questions related to interpretation of specifications or the process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award and/or any future qualification requests.

No interpretations of the meaning of the RFQ documents will be made to any bidder orally.

Every request for such interpretation shall be made in writing to the Director of Emergency Services, Kim Francisco at kfrancisco@nlr.ar.gov. All questions shall be submitted no later than 4:00 p.m. CST, on Thursday, June 20, 2024.

Any and all such interpretations will be in the form of an Addendum posted to the City's website, www.nlr.ar.gov, Business Tab, to Bids and Vendors to Open Bid Opportunities.

Evaluation and Selection Process

The City will employ a selection committee that includes technical and non-technical personnel. The goal of this RFQ is to select the most advantageous Consultant firm using a quantitative ranking system and possibly followed by an interview of selected firm(s), if determined by the committee to be necessary.

The City will evaluate statements as follows:

- | | | |
|----|---|-----------|
| 1. | Qualifications and Experience of Personnel: | 40 Points |
| 2. | Firm's Experience: | 35 Points |
| 3. | References: | 25 Points |

All statements will become part of the official file on this matter without obligation to the City of North Little Rock. The City of North Little Rock's Purchasing Policy allows the City to base its selection of professional qualifications, experience and familiarity with the nature of the service to be provided.

Preparation of Statements

Respondents are expected to examine any specifications, schedules or instructions included in the RFQ package. Failure to do so will be at the Respondent's risk.

Ownership of all data, material and documentation originated and prepared by the City pursuant to the RFQ shall belong exclusively to the City and be subject to public inspection in accordance with the Freedom of Information Act and Arkansas Right to Know Act. Trade secrets or proprietary information submitted shall not be subject to the public disclosure; however, the respondent must invoke this protection in writing. The proprietary or trade secret material must be identified. The classification of an entire submission as proprietary or trade secret is not acceptable and will result

in rejection and return of statement.

Withdrawal of RFQs

An RFQ that is in the possession of the City of North Little Rock may be withdrawn by the responding firm in person, by email, by fax or by USPS provided said request is in writing and properly signed or email and is received at least two (2) hours prior to the time and date set for the RFQ opening. Requests made by email must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the RFQ opening. No submittal may be withdrawn for a period of one hundred twenty (120) days following the formal opening and receipt of statements by the City of North Little Rock.

Right to Reject Statements

Submission indicates the acceptance by the respondent of the conditions contained in this RFQ unless clearly and specifically noted in the submittal and confirmed in the contract between the City of North Little Rock and the successful respondent firm.

The City of North Little Rock reserves the right without prejudice to reject any or all statements in whole or in part. It reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City. The City further reserves the right to seek new statements when such a procedure is reasonably in the best interest of the City to do so.

The City will not pay for any information required in the RFQ, nor is liable for any cost incurred by a respondent in responding to an RFQ.

Disposition of Statements

All statement submitted in response to the RFQ become the property of the City and will not be returned to unsuccessful firms.

Execution of Contract

The contract will be drafted by the City and executed by both the City and the successful responding firm. Incorporated into that contract will be this Request for Qualifications for Professional Services and the Statement accepted by the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties: the firm shall not base any claim for modification of the contract upon any prior representation or promise made by the representative or the City, or other persons. All attachments are considered as part of this document.

Contract Terminations

The City shall have the ability to terminate the contract or any part thereof before the work is completed in the event:

- Previous unknown circumstances arise which make it desirable, in the best interest of the City, to void the contract.
- The firm does not adequately comply with the specifications of the RFQ or of the contract.
- The firm refuses, neglects or fails to supply properly trained or skilled supervisory personnel, personnel, and /or subcontractors.
- The firm neglects to carry out the directions of the City.
- The firm in the judgment of the City is unnecessarily or willfully delaying the performance and the completion of the work.
- The firm refuses to proceed with work when and as directed by the City.
- The firm abandons the work.

Rights upon Termination of Contract

Upon termination of the contract, the successful firm shall transfer, assign and make available to the City all property and materials in the firm's possession or subject to the firm's control that are the property of the City, subject to payment in full of amounts due to this contract.

Upon termination, the successful Consultant firm agrees to provide reasonable cooperation in arranging the transfer or approval of third party's interest in all contracts, agreements and other arrangements, and all rights and claims thereto and therein following appropriate release from the obligations therein.

Indemnification

Successful firm hereby undertakes to indemnify and hold the City harmless from all losses, costs, damages and fees arising out of or in any manner connected with the successful firm's performance of this agreement. Indemnification as herein provided for will be incorporated into the contract with the successful firm.

Observance of Laws, Ordinances and Regulations

The successful firm shall keep fully informed on all federal, state and local laws, regulations and all orders and decrees of bodies having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The successful firm shall at all times during the terms of this contract observe and comply with all

such laws, ordinances, regulations, orders and decrees in force at the time of the award. The successful firm shall protect and indemnify the City of North Little Rock and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, orders or decrees whether by the firm or the firm's employee. No extension of time or additional payment will be made for the loss of time or disruption of work caused by any actions against the successful firm for any of the above reasons.

Retention of Right to Audit Records

The City of North Little Rock shall be entitled to audit the books and records of the successful firm and any subcontractor(s) to the extent that such books and records relate to the performance of such contract or subcontract work. Such books and records shall be maintained by the successful firm for a period of ten (10) years from the date of final payment under the prime contract and by the subcontractor(s) for a period of ten (10) years from the date of the final payment under the subcontract unless a shorter period is otherwise authorized in writing by the city.

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

REMEDIES

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

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

TERMINATION FOR CAUSE AND CONVENIENCE

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. Minimum wages.

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

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

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

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

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

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

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

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

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

3. *Payrolls and basic records.*

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

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or

the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

4. *Apprentices and trainees-*

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered

program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5. *Compliance with Copeland Act requirements.*
The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 6. *Subcontracts.*
The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 7. *Contract termination: debarment.*
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 8. *Compliance with Davis-Bacon and Related Act requirements.*

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

9. *Breach.*

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

10. *Disputes concerning labor standards.*

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

11. *Certification of eligibility.*

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management

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

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26

U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25

U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

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

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

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent

offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order. -

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

(d) Conditions When the Government May Obtain Title

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

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject

inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (I), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) Subcontracts

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

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

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

(l) **Communication**

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

CONTRACTOR

CLIENT

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

CLEAN AIR ACT

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

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

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

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

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

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

BYRD ANTI-LOBBYING AMENDMENT

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

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

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

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

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements, or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

AFFIRMATIVE SOCIOECONOMIC STEPS

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

COPYRIGHT AND DATA RIGHTS

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

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

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. **REJECTION**
 - A. The City reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws.
 - B. The City reserves the right to cancel request for bids without penalty with it is in the best interest of the City. Notice of Cancellation shall be inserted on the City's website (www.nlr.ar.gov).
 - C. Any Bid not conforming to the specifications or requirements set forth by the City in this Bid Request may be rejected.
 - D. Bids may be also rejected if they are made by a Bidder that is deemed un-responsible due to lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
 - E. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.

13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are:
 1. Submitted after the bid's opening time.
 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

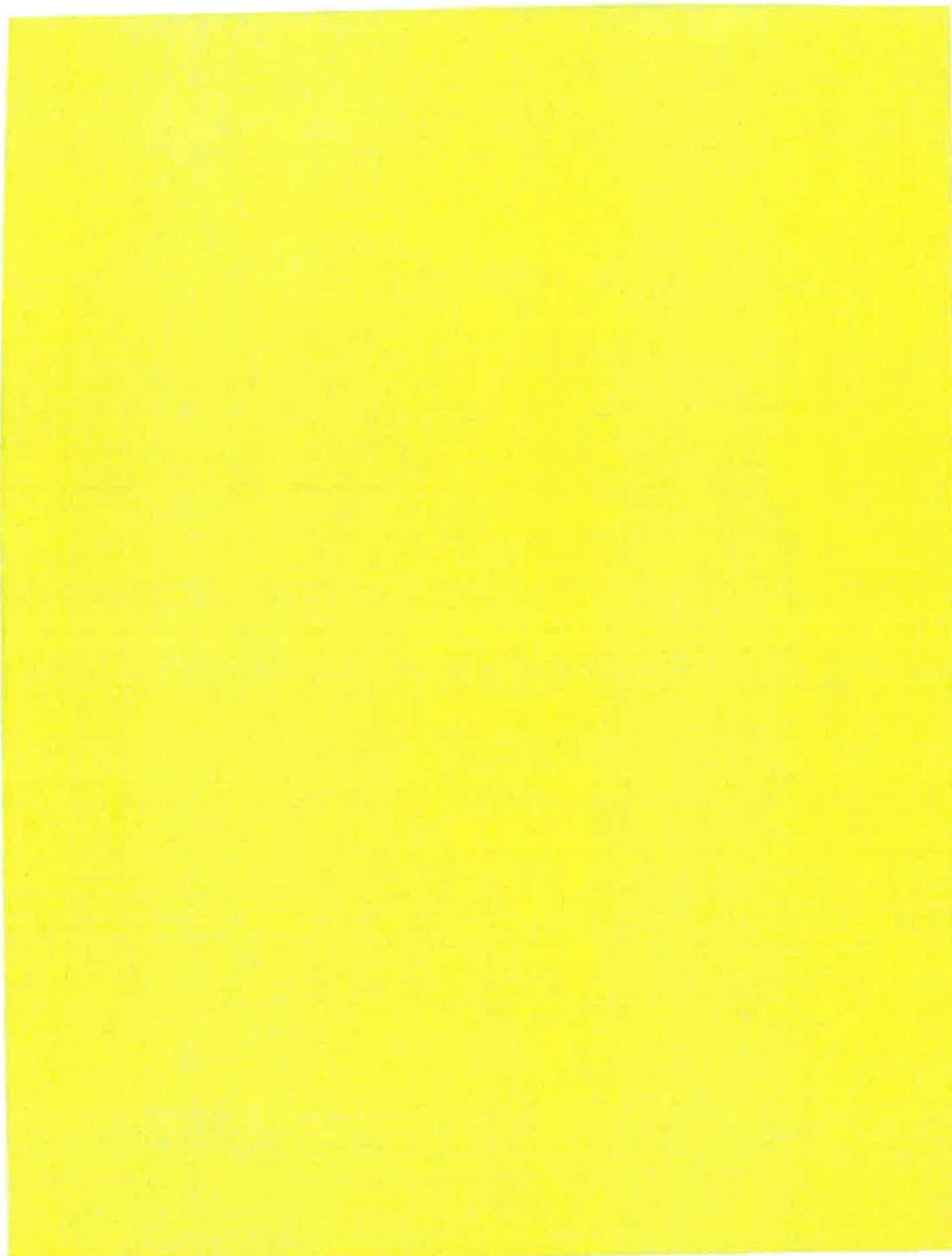
18. CONSTRUCTION

- A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A Performance Bond equaling the total amount of any bid exceeding \$50,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).
19. **LIQUIDATED DAMAGES** – Liquidated damages shall be determined at the time of contract negotiations, based upon the construction contract price and stated time period set for completion of the project. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
 20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
 21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
 22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
 23. The City of North Little Rock will follow procedures to check bidder eligibility through the federal System for Award Management (S.A.M.) as outlined in 2 C.F.R. § 200. This will be completed prior to the award of any contract in which federal grant funds will be expended.
 24. Additional information or bid forms may be obtained from:

COMMERCE DEPARTMENT, 700 West 29th Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881
www.nlr.ar.gov

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:

Amy Smith, Purchasing Manager
Commerce Department
700 W. 29th Street, 3rd Floor
North Little Rock, AR 72114



CITY OF NORTH LITTLE ROCK, ARKANSAS
FINANCE DEPARTMENT
COMMERCE DIVISION
Amy Smith, Purchasing Manager
Sheila Harper, Purchasing Assistant



700 West 29th Street
P.O. BOX 5757 (72119)
NORTH LITTLE ROCK, AR 72114
501-975-8881 Phone

REQUEST FOR
QUALIFICATIONS/Addendum #1



RFQ Number: 24-3866 Date Issued: June 17, 2024

Date & Time Bid Opening: Monday, June 24, 2024 at 4:00 p.m.

THE CITY OF NORTH LITTLE ROCK IS SEEKING STATEMENTS FROM QUALIFIED FIRMS TO MANAGE, REMOVE, AND LAWFULLY DISPOSE OF DISASTER-GENERATED DEBRIS FROM DESIGNATED PUBLIC PROPERTY, RIGHT-OF-WAY, EASEMENTS, AND POSSIBLY PRIVATE PROPERTY IMMEDIATELY AFTER A NATURAL OR MANMADE DISASTER IN ORDER TO ELIMINATE IMMEDIATE THREATS TO THE PUBLIC'S HEALTH AND SAFETY.

Question #1: Please confirm the bid due date/time.

Answer: The bid is scheduled to open on Monday, June 24, 2024 at 4:00 p.m.

Question #2: Please confirm that we are to submit a bid bond and 3 copies.

Answer: That is correct. A total of 4 copies is required.

Question #3: Please confirm that a bid bond is the equivalent of 5% of the total bid amount.

Answer: No bid bond is required.

Question #4: Please confirm that insurance is not required.

Answer: Insurance is not required at this phase.

Question #5: Will the original bid be submitted?

Answer: Due to an error on the City's part, the original RFQ (RFQ 24-3861), was cancelled. A new RFQ (RFQ 24-3866) for Debris Management, Recovery, and Removal Services was posted.

Question #6: Will the City submit that information to be submitted with the bid?

Answer: This is a Request for Qualifications, not price, and the Qualification Statements should include:

1. HISTORY AND EXPERIENCE
2. STAFF CAPACITY AND QUALIFICATIONS
3. FIELD SUPERVISION CAPABILITY
4. PROJECT LIST AND REFERENCES

Once the committee selects the most qualified vendor, the City will begin negotiations for price. In the event the City is unable to negotiate reasonable and fair pricing, we will move to the next most qualified vendor.

NOTE: FAILURE TO FILE AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN THE BID BEING REJECTED.

Addendum Acknowledgement

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this RFQ/RFP/BID including conditions set forth and pertinent information requests.

Name of Firm: CrowderGulf, LLC Phone No.: 500-992-6207

Arkansas Tax Permit No.: 56052537-001

Business Address: 5629 Commerce Blv, E Mobile, AL 36619

Signature of Authorized Person: Ashley Ramsey-Noble

Title: President Date: 06/20/2024

UN-SIGNED COVER SHEETS WILL BE REJECTED

Introduction

The City of North Little Rock is seeking qualification statements to establish a pre-need, pre-event contract from qualified firms with experience in disaster debris removal and disposal services in accordance with Federal Emergency Management Agency (FEMA) guidelines.

Statement Submission

Statements, inclusive of all requested information and supporting documents, shall be submitted no later than 4:00 p.m., Monday, June 20, 2024. Statements shall be submitted to the Commerce Division at 700 West 29th Street, 3rd Floor, North Little Rock, Arkansas 72114.

Statements received after the time specified will not be considered.

Scope of Work

The services listed below will include, but are not limited to, the following for this Project:

The City of North Little Rock is seeking statements from qualified and highly experienced Contractors. In the event of a disaster, the selected Contractor will be expected to be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the City. The contractor will provide disaster debris removal services of debris generated from the public rights-of-way, drainage areas, waterways, and other public eligible, or designated areas. This may consist of cutting, clean up, removal, hauling, reduction, grinding or chipping, and proper disposal of white goods, construction and demolition debris, and vegetative debris. Additionally, the Contractor will manage the operations of the City's Temporary Debris Staging and Reduction Sites and/or existing disposal sites. The Debris Removal Contractor will work in coordination with the city or its authorized representative.

General Requirements

The work to be undertaken includes, but not limited to:

1. **FEMA Compliance** – The Debris Removal Contractor shall work closely with the CITY and its authorized representative to ensure that all work is FEMA-compliant, and all documentation is properly obtained, including GPS coordinates and photos. The utilization of FEMA approved documentation is required. All information supplied by the vendor shall be in the most current format and forms required for direct submission to FEMA, the Arkansas Department of Emergency Management, and the CITY.
2. **Emergency Road Clearance**: Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes as directed by the CITY.
3. **Debris Removal from Rights-of-Way (ROW) and Easements**: As directed by the CITY, the Contractor shall load and haul all eligible debris from public right-of-ways and easements. Removal of debris beyond the public right-of-ways as necessary to abate imminent and/or significant threats to the public health and safety of the community may be required. All collection and hauling will be consistent with all federal, state and local requirements applicable to the disaster event.
4. **Debris Clearance/Removal from Public Property**: As directed by the CITY, the Contractor shall clear eligible debris from public property, load and haul all debris to a lawful disposal destination.
5. **Debris Removal from Private Property**: Should an imminent threat to life, safety and health to the general public be present on private property, the Contractor as directed by the CITY, will

accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.

6. **Reduction of Vegetative and Construction and Demolition (C&D) Debris:** In order to reduce the burden on available landfill space, the Contractor may be required to reduce vegetative and C&D debris by grinding or chipping.
7. **Reduction of C&D Debris by Compaction:** The Contractor may be required to reduce C&D debris by compacting the debris with heavy equipment (i.e. large trackhoe). This may include C&D debris delivered to the Temporary Debris Staging and Reduction Sites (TDSRS) by the Contractor, CITY, or by others.
8. **Temporary Debris Staging and Reduction Sites (TDSRS):** In coordination with the CITY, the Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible storm debris. Site preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. The Contractor shall be responsible for TDSRS site closure and reclamation, which shall be accomplished in accordance with any Federal, State and Local laws, standards and regulations. The contractor shall have TDSRS site personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS site facilities in cooperation with City designated representatives.
All debris shall be processed and staged in accordance with local, state and federal law, standards and regulations. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
9. **Hazardous Waste Removal and Disposal:** The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, certified, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and federal regulations.
10. **Demolition of Hazardous or Condemned Structures:** As directed by the CITY, the Contractor shall demolish structures and remove debris that has been determined by the CITY to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The CITY will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. In addition, the CITY will direct actions to that the aforementioned ROE Agreement includes a Hold Harmless clause from the private property owner that indemnifies the CITY and the Federal Government from any and all damages resulting from the Contractor's debris removal operations from said property. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities. Where appropriate waivers are obtained, the CITY may direct the Contractor to clear debris from private property.
11. **Debris Disposal:** The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable local, state and federal laws, standards and regulations. Final disposal locations will be at approved facilities with prior notification to the CITY and their consent on the proposed disposal site. All temporary

disposal and reduction sites shall comply with all local, state and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the CITY.

Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

12. **Documentation and Inspections:** Storm debris shall be subject to inspection by the CITY or its authorized representative. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the CITY and authorized representatives, access to all work sites and disposal areas. The Contractor and the CITY will have in place at the TDSRS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS facilities. The Contractor will assist the CITY in preparation of the Federal, FEMA, and state reports for any potential reimbursement through the training of City of North Little Rock employees and the review of documentation prior to submittal. The Contractor will work closely with the CITY, its authorized representatives, the Arkansas Division of Emergency Management, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
13. **Work Sites:** The CITY will establish the priority and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If the CITY does not award a single contract, as proposed, and decides to award multiple contracts, each Contractor will be assigned a geographic area or type of debris. The CITY may choose to reassign areas at any time for any reason. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less) that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the City or its agent. **Contractor will not be allowed to "cherry pick" debris.**
14. **White Goods:** The Contractor shall remove, decontaminate, transport, and recycle (or dispose of, at Contractor's discretion) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc. from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling process. Contractor shall dispose of all white goods encountered in accordance with applicable local, state and federal laws.
15. **Hazardous Stumps Leaning Trees and Hanging Limbs:** The contractor shall remove all stumps, leaning trees and hanging limbs on public property and rights of way that are determined to be hazardous to public access and only as directed and approved by a City designated representative prior to removal. If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be removed.

The Contractor shall back-fill each stump hole flush with the surrounding ground with clean fill dirt and compacted. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Stumps will be hauled to TDSRS where they shall be inspected and categorized by size. Any stump locations which resulted in damage to sidewalks, curb and gutter, street surfaces or other infrastructure shall be recorded by the contractor and City designated representatives.

16. **Clean Fill Dirt:** The Contractor shall place compacted fill dirt created by equipment, holes created by the removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the CITY. This clean fill dirt shall be compacted as directed by the CITY.
17. **Contractor Equipment:** All equipment and vehicles utilized by the Contractor shall meet all the requirements of Federal, state and local regulations including, without limitation, all USDOT regulations, and are subject to the approval of the CITY. All loads must be secured and tailgates must be made of metal. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
18. Prior to start of work, the Debris Removal Contractor shall submit to the City or its authorized representative, certification indicating the type of vehicle; make; model; license plate number; Debris Removal Contractor equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA, Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by the City or its authorized representative and the reported volume shall be the same as shown on the signs affixed to each piece of equipment.

Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

19. **Documentation and Recovery Process:** Contractor will provide the following in addition to debris removal:
 1. Recovery process documentation- create recovery process documentation plan;
 2. Maintain documentation of recovery process;
 3. Provide written and oral status as requested by the CITY;
 4. Review documentation for accuracy and quantity; and,
 5. Assist in preparation of required FEMA documentation
 6. Act as a representative in any FEMA inquiry

Contractors shall have proven experience with overall management and knowledge of FEMA requirements, rules and regulations to qualify for this item.

20. All actions shall be performed in accordance with current FEMA, FHWA, OSHA and state requirements and in coordination with the City.

Assignment of Key Staff

The key member(S) of the project staff must be identified and assigned to the project for the duration of the contract unless the City agrees in writing to modify the assignment. If a key member leaves the firm during the course of the contract, the City must be notified immediately and the firm must submit the replacement's name and credentials for approval by the City prior to that person

starting work on the contract.

Records Retention and Confidentiality

The successful contractor shall maintain all records for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) year retention period, the City shall have the option to take possession of the work papers, reports, plans, permits and documents, electronic and/or hard copy, whenever the successful firm decides to dispose of them. The successful firm shall notify the City in writing prior to any disposal of documents related to this contract.

Qualification Criteria

The response to this RFQ shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet and design needs specified in this request. To expedite the review process, please organize the technical information in the order listed below with the submission being concise. This technical evaluation for professional services is strictly for firm and personnel qualifications.

To be eligible to respond to this RFQ, a certification by the respondent is required to each of the following requirements:

1. Must have no conflict of interest in representing the City in the full capacity of the scope; and,
2. Must carry a level of insurance, or negligence appropriate for the magnitude of the engagement.
3. Experience, demonstrating current capacity and current expertise, in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris removal for at least three government entities involving a minimum of 250,000 cubic yards for each client. Recent debris removal experience is preferred.
4. Documented knowledge and experience with FEMA, other federal agencies, federal programs, funding sources and reimbursement processes.
5. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

Availability of Staff

Identify resources, capacity and capability of the firm to provide the services requested on an expedited basis, specifically a staffing plan, and the professional qualifications of the staff.

Subject Matter Experience

1. Demonstration of knowledge and expertise related to all aspects of disaster debris removal.
2. Demonstration of knowledge and expertise related to all aspects of FEMA documentation, reimbursement, and project management related to disaster debris removal.
3. The City requests examples of past contracts covering a range of sizes and scopes listing the client, disaster event, quantity and type of debris removed, service period, and other relevant explanatory or descriptive information.

References

Provide a list of references. The City is particularly interested in contacting your governmental clients in the state of Arkansas. At least three (3) contract references of comparable size and scope are required.

Term

The contract for services shall be for a two (2) year term with the option of two (2), one (1) year extensions.

Questions Regarding Specifications or the Qualification Process/Addendum(s)

To ensure fair consideration for all firms, the City prohibits communication to or with any City elected official, department director, division manager, employee or agent during the submission process with the exception of those questions related to interpretation of specifications or the process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award and/or any future qualification requests.

No interpretations of the meaning of the RFQ documents will be made to any bidder orally.

Every request for such interpretation shall be made in writing to the Director of Emergency Services, Kim Francisco at kfrancisco@nlr.ar.gov. All questions shall be submitted no later than 4:00 p.m. CST, on Thursday, June 20, 2024.

Any and all such interpretations will be in the form of an Addendum posted to the City's website, www.nlr.ar.gov, Business Tab, to Bids and Vendors to Open Bid Opportunities.

Evaluation and Selection Process

The City will employ a selection committee that includes technical and non-technical personnel. The goal of this RFQ is to select the most advantageous Consultant firm using a quantitative ranking system and possibly followed by an interview of selected firm(s), if determined by the committee to be necessary.

The City will evaluate statements as follows:

- | | | |
|----|---|-----------|
| 1. | Qualifications and Experience of Personnel: | 40 Points |
| 2. | Firm's Experience: | 35 Points |
| 3. | References: | 25 Points |

All statements will become part of the official file on this matter without obligation to the City of North Little Rock. The City of North Little Rock's Purchasing Policy allows the City to base its selection of professional qualifications, experience and familiarity with the nature of the service to be provided.

Preparation of Statements

Respondents are expected to examine any specifications, schedules or instructions included in the RFQ package. Failure to do so will be at the Respondent's risk.

Ownership of all data, material and documentation originated and prepared by the City pursuant to the RFQ shall belong exclusively to the City and be subject to public inspection in accordance with the Freedom of Information Act and Arkansas Right to Know Act. Trade secrets or proprietary information submitted shall not be subject to the public disclosure; however, the respondent must invoke this protection in writing. The proprietary or trade secret material must be identified. The classification of an entire submission as proprietary or trade secret is not acceptable and will result

in rejection and return of statement.

Withdrawal of RFQs

An RFQ that is in the possession of the City of North Little Rock may be withdrawn by the responding firm in person, by email, by fax or by USPS provided said request is in writing and properly signed or email and is received at least two (2) hours prior to the time and date set for the RFQ opening. Requests made by email must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the RFQ opening. No submittal may be withdrawn for a period of one hundred twenty (120) days following the formal opening and receipt of statements by the City of North Little Rock.

Right to Reject Statements

Submission indicates the acceptance by the respondent of the conditions contained in this RFQ unless clearly and specifically noted in the submittal and confirmed in the contract between the City of North Little Rock and the successful respondent firm.

The City of North Little Rock reserves the right without prejudice to reject any or all statements in whole or in part. It reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City. The City further reserves the right to seek new statements when such a procedure is reasonably in the best interest of the City to do so.

The City will not pay for any information required in the RFQ, nor is liable for any cost incurred by a respondent in responding to an RFQ.

Disposition of Statements

All statements submitted in response to the RFQ become the property of the City and will not be returned to unsuccessful firms.

Execution of Contract

The contract will be drafted by the City and executed by both the City and the successful responding firm. Incorporated into that contract will be this Request for Qualifications for Professional Services and the Statement accepted by the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the firm shall not base any claim for modification of the contract upon any prior representation or promise made by the representative or the City, or other persons. All attachments are considered as part of this document.

Contract Terminations

The City shall have the ability to terminate the contract or any part thereof before the work is completed in the event:

- Previous unknown circumstances arise which make it desirable, in the best interest of the City, to void the contract.
- The firm does not adequately comply with the specifications of the RFQ or of the contract.
- The firm refuses, neglects or fails to supply properly trained or skilled supervisory personnel, personnel, and /or subcontractors.
- The firm neglects to carry out the directions of the City.
- The firm in the judgment of the City is unnecessarily or willfully delaying the performance and the completion of the work.
- The firm refuses to proceed with work when and as directed by the City.
- The firm abandons the work.

Rights upon Termination of Contract

Upon termination of the contract, the successful firm shall transfer, assign and make available to the City all property and materials in the firm's possession or subject to the firm's control that are the property of the City, subject to payment in full of amounts due to this contract.

Upon termination, the successful Consultant firm agrees to provide reasonable cooperation in arranging the transfer or approval of third party's interest in all contracts, agreements and other arrangements, and all rights and claims thereto and therein following appropriate release from the obligations therein.

Indemnification

Successful firm hereby undertakes to indemnify and hold the City harmless from all losses, costs, damages and fees arising out of or in any manner connected with the successful firm's performance of this agreement. Indemnification as herein provided for will be incorporated into the contract with the successful firm.

Observance of Laws, Ordinances and Regulations

The successful firm shall keep fully informed on all federal, state and local laws, regulations and all orders and decrees of bodies having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The successful firm shall at all times during the terms of this contract observe and comply with all

such laws, ordinances, regulations, orders and decrees in force at the time of the award. The successful firm shall protect and indemnify the City of North Little Rock and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, orders or decrees whether by the firm or the firm's employee. No extension of time or additional payment will be made for the loss of time or disruption of work caused by any actions against the successful firm for any of the above reasons.

Retention of Right to Audit Records

The City of North Little Rock shall be entitled to audit the books and records of the successful firm and any subcontractor(s) to the extent that such books and records relate to the performance of such contract or subcontract work. Such books and records shall be maintained by the successful firm for a period of ten (10) years from the date of final payment under the prime contract and by the subcontractor(s) for a period of ten (10) years from the date of the final payment under the subcontract unless a shorter period is otherwise authorized in writing by the city.

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

REMEDIES

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

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

TERMINATION FOR CAUSE AND CONVENIENCE

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*

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

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

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

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

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

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

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

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

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

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or

the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

4. *Apprentices and trainees-*

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the Journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered

program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5. *Compliance with Copeland Act requirements.*
The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. *Subcontracts.*
The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. *Contract termination: debarment.*
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. *Compliance with Davis-Bacon and Related Act requirements.*

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

9. *Breach.*

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

10. *Disputes concerning labor standards.*

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

11. *Certification of eligibility.*

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management

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

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

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

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

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent

offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order. -

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

(d) Conditions When the Government May Obtain Title

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

- (1) If the contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.
- (2) In those countries in which the contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.
- (3) In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

- (1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal to which the invention pertains.
- (2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

- (1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and
 - (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject

inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) Subcontracts

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

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the *contractor*, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (1) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

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

(j) March-In Rights

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

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

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

(l) Communication

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

CONTRACTOR

CrowderGulf, LLC
 5629 Commerce Blvd E
 MOBILE, AL 36619

CLIENT

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

CLEAN AIR ACT

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

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

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

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

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification .

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

BYRD ANTI-LOBBYING AMENDMENT

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

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

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

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

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

AFFIRMATIVE SOCIOECONOMIC STEPS

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

COPYRIGHT AND DATA RIGHTS

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

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

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor CrowderGulf, LLC. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ashley Ramsay-Naile, President

Name and Title of Contractor's Authorized Official

06/20/2024

Date

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

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

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



Signature of Contractor's Authorized Official

Ashley Ramsay-Naile, President
Name and Title of Contractor's Authorized Official

06/20/2024

Date

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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



Signature of Contractor's Authorized Official

Ashley Ramsay-Naile, President

Name and Title of Contractor's Authorized Official

06/20/2024

Date

BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, CrowderGulf, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ashley Ramsay-Naile, President

Name and Title of Contractor's Authorized Official

06/20/2024

Date

GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. **REJECTION**
 - A. The City reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws.
 - B. The City reserves the right to cancel request for bids without penalty with it is in the best interest of the City. Notice of Cancellation shall be inserted on the City's website (www.nlr.ar.gov).
 - C. Any Bid not conforming to the specifications or requirements set forth by the City in this Bid Request may be rejected.
 - D. Bids may be also rejected if they are made by a Bidder that is deemed un-responsible due to lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
 - E. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.

13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are:
 1. Submitted after the bid's opening time.
 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.

18. CONSTRUCTION

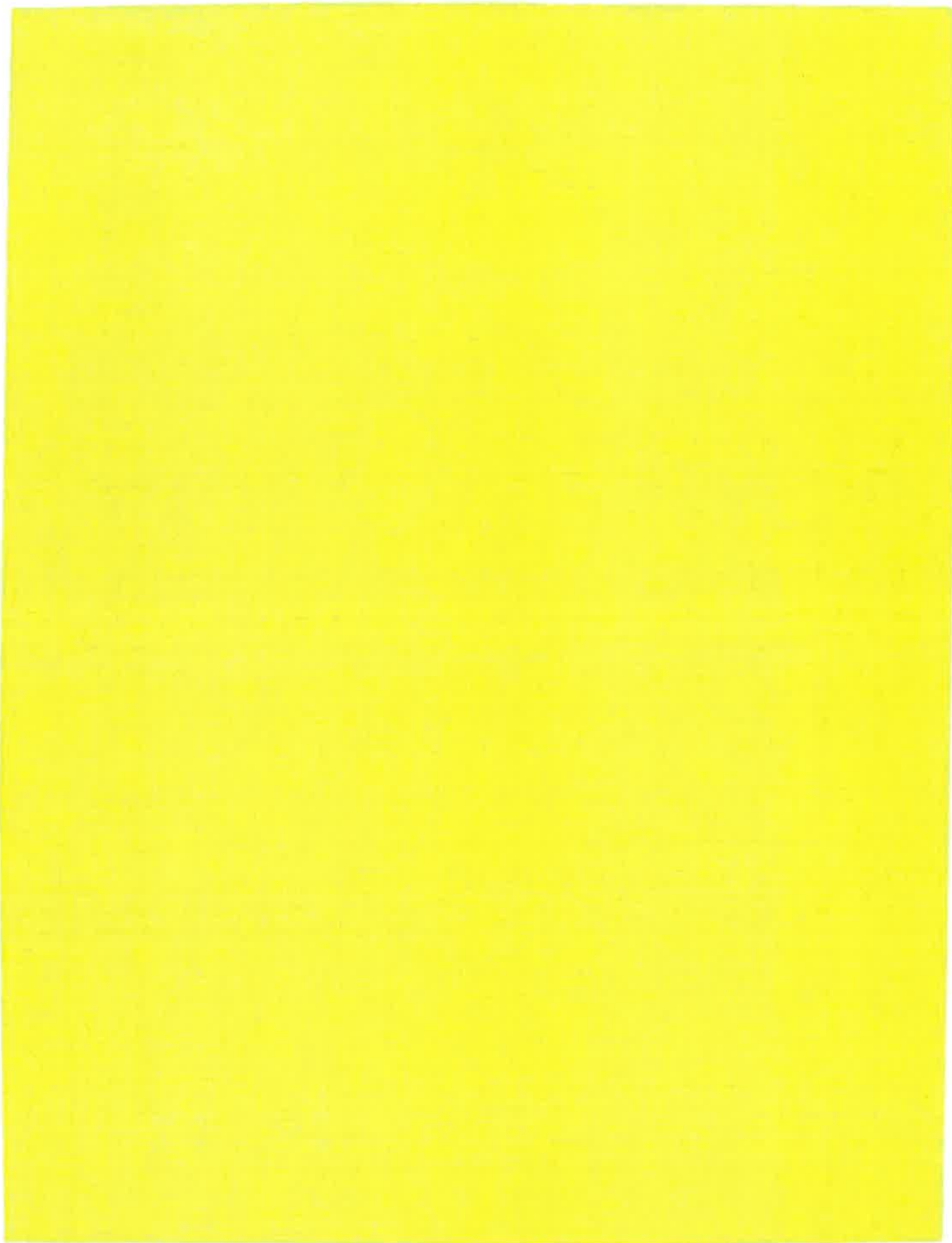
- A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A Performance Bond equaling the total amount of any bid exceeding \$50,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).
19. **LIQUIDATED DAMAGES** – Liquidated damages shall be determined at the time of contract negotiations, based upon the construction contract price and stated time period set for completion of the project. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
 20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
 21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
 22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
 23. The City of North Little Rock will follow procedures to check bidder eligibility through the federal System for Award Management (S.A.M.) as outlined in 2 C.F.R. § 200. This will be completed prior to the award of any contract in which federal grant funds will be expended.
 24. Additional information or bid forms may be obtained from:

COMMERCE DEPARTMENT, 700 West 29th Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881
www.nlr.ar.gov

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:

Amy Smith, Purchasing Manager
Commerce Department
700 W. 29th Street, 3rd Floor
North Little Rock, AR 72114

Ashley Ramsay-Naile



EXHIBIT

10/10/20

ROW Debris				
Item #	Description	Haul Distance	Unit of Measure	Unit Price
1	Eligible ROW Debris Removal, Veg, C&D or Mixed Debris (Collect & Haul) - Work consists of removal and transport of debris on the ROW to a DMS. **NOTE 1**	0-10 Miles	PER CY	\$8.25
		10.1 - 20 Miles	PER CY	\$8.95
		20.1 - 30 Miles	PER CY	\$9.65
2	Eligible ROW Debris Removal, Veg, C&D or Mixed Debris (Collect & Haul) - Work consists of removal and transport of debris on the ROW to a designated disposal facility. **NOTE 1**	0-10 Miles	PER CY	\$10.50
		10.1 - 20 Miles	PER CY	\$11.50
		20.1 - 30 Miles	PER CY	\$12.50
DMS Management and Reduction				
3	DMS Management and Operations	N/A	PER CY	\$1.25
4	Reduction Through Grinding - Work consists of reduction of disaster related debris through grinding.	N/A	PER CY	\$2.95
5	C&D Reduction by compaction.	N/A	PER CY	\$2.95
6	Remediation of DMS Site	N/A	LS	At Cost
7	Haul-Out of Reduced Debris to a Designated Final Disposal Site - Work consists of loading and transport of reduced debris from DMS to a final disposal facility. **NOTE 2**	0-10 Miles	PER CY	\$3.95
		10.1 - 20 Miles	PER CY	\$4.95
		20.1 - 30 Miles	PER CY	\$5.95
Tree Work				
8	Removal of Eligible Hazardous Trees - Work consists of removing hazardous trees. Cut and Drop			
8a	6 inch - 12.99 inch diameter	N/A	PER TREE	\$55.00
8b	12 inch - 23.99 inch diameter	N/A	PER TREE	\$125.00
8c	24 inch to 35.99 inch diameter	N/A	PER TREE	\$200.00
8d	36 inch to 47.99 inch diameter	N/A	PER TREE	\$290.00
8e	48 inch or larger diameter	N/A	PER TREE	\$345.00
9	Removal of Eligible Hazardous Limbs - Work consists of removing (cutting) hazardous limbs from trees - unit price per tree.	N/A	PER TREE	\$85.00
10	Removal of Hazardous Stumps - Work consists of the removing hazardous stumps, backfill, transport to final disposal.			
10a	24 inch to 36.99 inch diameter	N/A	PER STUMP	\$200.00
10b	37 inch to 48.99 inch diameter	N/A	PER STUMP	\$300.00
10c	49 inch and larger diameter	N/A	PER STUMP	\$400.00

Demolition				
11	Eligible Demolition, Removal and Transport of Non-RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property. Resulting Debris to be hauled at ROW rates.	N/A	PER SF	\$8.50
12	Eligible Demolition, Removal and Transport of RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property. Resulting debris to be hauled at ROW rates. (Wet Method Demo - Assuming Abatement by others).	N/A	PER SF	\$14.95
Waterway Debris				
13	Eligible Waterway Based Debris Removal - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, staging, loading / transportation of water based debris to a DMS or Final Disposal Facility.	0-10 Miles	PER CY	\$85.00
		10.1 - 20 Miles	PER CY	\$95.00
		20.1 - 30 Miles	PER CY	\$105.00
Debris on City Owned Properties, Other than ROW or from Private Property				
14	Debris removal from City owned properties other than ROW or from Private Property and hauled to a DMS.	0-10 Miles	PER CY	\$22.50
		10.1 - 20 Miles	PER CY	\$24.50
		20.1 - 30 Miles	PER CY	\$26.50
15	Removal of Eligible Hazardous Trees on City Owned Property, Other Than ROW or from private property - Work consists of removing hazardous trees. Cut and Drop.			
15a	6 inch - 12.99 inch diameter	N/A	PER TREE	\$225.00
15b	12 inch - 23.99 inch diameter	N/A	PER TREE	\$500.00
15c	24 inch to 35.99 inch diameter	N/A	PER TREE	\$750.00
15d	36 inch to 47.99 inch diameter	N/A	PER TREE	\$950.00
15e	48 inch or larger diameter	N/A	PER TREE	\$1,250.00
16	Removal of Eligible Hazardous Limbs on City Owned Property Other Than ROW or from private property - Work consists of removing (cutting) hazardous limbs from trees - unit price per tree.	N/A	PER TREE	\$175.00

Specialty Debris				
17	Eligible Household Hazardous Waste Removal - Work consists of the removal and transportation of eligible household hazardous waste (HHW).	N/A	PER POUND	\$8.50
18	Eligible White Goods Removal and Recycling - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and hauling to an approved final disposal facility.	N/A	PER UNIT	\$45.00
19	Refrigerant recovery and decontamination.	N/A	PER UNIT	\$40.00
20	Eligible Electronic Waste (E-Waste) - Work consists of the removal, transportation to approved Disposal/Recycling Facility	N/A	PER UNIT	\$35.00
21	Eligible Dead Animal Carcasses - Work consists of the recovery and hauling to an approved final disposal facility.	N/A	PER POUND	\$1.50

- NOTES:**
1. For all miles hauled over 30, a rate of \$0.35/cy/mile will be added.
 2. For all miles hauled over 30, a rate of \$0.35/cy/mile will be added.
 3. For all tree work, all resulting debris will be hauled under ROW rates.
 4. Tipping / Disposal fees on all line items will be a pass through cost.