Disaster Readiness Assessment

Best Practices

How to Maximize your 2027 DRA

Contents:

Applicant Experience 3

Policy/Procedure........ 9

Documentation 35

Procurement 48

Contract Administration 76

This Best Practices document has been developed for Applicants to serve as a reference tool in maximizing their Disaster Readiness Score for the 2027 storm season.

Applicant Experience

1. Has this Applicant previously been awarded Federal funding?

A. ☐ Yes, the Applicant has received Federal funding.

B. ☐ No, the Applicant has not previously received Federal funding.

Required Documentation:
Notice of Federal Funding Award

Best Practice

- To receive full points for this question, the Applicant must provide a Notice of Federal Funding Award document.
- "Federal Funding Award" can include any type of Federal grant in which the Applicant is required to follow the Code of Federal Regulation (CFR), which could include the American Rescue Plan Act (ARPA), Coronavirus Aid, Relief, and Economic Security Act (CARES ACT), and Community Development Block Grant (CDBG). The Federal grant does not have to be specific to Public Assistance, as there could be potential first-time Applicants.
- If the Applicant has previously been awarded Public Assistance (PA) funds, the entity may upload a copy of their most recent funding agreement with the Florida Division of Emergency Management (FDEM).

1a. If yes, has the Applicant been awarded Public Assistance (PA) funding within the last 5 years?

A. ☐ Yes, this Applicant has been awarded Public Assistance funding for 2 or more disasters.

B. ☐ Yes, this Applicant has been awarded Public Assistance funding for 1 disaster.

C. ☐ No, this Applicant has not been awarded Public Assistance funding in the last 5 years.

Best Practice

- To receive full points for this question, the applicant must have been awarded Public Assistance (PA) funding or will be awarded PA funding for projects that have been obligated within the last five years for two or more disasters. The State will utilize Florida PA to verify which disasters the applicant has received PA funding for. Please note that Hurricane Irma can be included as long as the project was obligated within the last 5 years, from 2021 to 2026.

1b. If yes, was any of the funding to reimburse eligible work under Category A (Debris Removal) or Category B (Emergency Protective Measures)?

A. ☐ Category A and Category B

B. ☐ Category A only

C. ☐ Category B only

D. ☐ Category B only, the Applicant does not claim Category A work

E. ☐ No Emergency work, only Category C-G (Permanent Work)

Best Practice

- The Applicant should select the category in which the funding was or will be reimbursed. The State will utilize Florida PA to verify if the federal funding was reimbursed for CAT A and/or CAT B eligible work.

1c. If yes, please select the disaster(s) in which you received FEMA PA funding for Category A (Debris Removal) and/or Category B (Emergency Protective Measures)?

A. ☐ DR4337 Hurricane Irma

B. ☐ DR4399 Hurricane Michael

C. ☐ DR4468 Hurricane Dorian

D. ☐ DR4486 Florida Covid-19 Pandemic

E. ☐ EM3533 Hurricane Isaias

F. ☐ DR4564 Hurricane Sally

G. ☐ EM3551 Hurricane Eta

H. ☐ EM3560 Surfside Building Collapse

I. ☐ EM3561 Tropical Storm Elsa

J. ☐ EM3562 Tropical Storm Fred

K. ☐ DR4673 Hurricane Ian

L. ☐ DR4680 Hurricane Nicole

M. ☐ DR4709 Florida Severe Storms, Tornadoes, and Flooding

N. ☐ DR4734 Idalia

O. ☐ DR4806 Hurricane Debby

P. ☐ DR4828 Hurricane Helene

Q. ☐ DR4834 Hurricane Milton

Best Practice

- The Applicant should select the applicable disaster(s) in which they received FEMA PA funding for Category A (Debris Removal) and/or Category B (Emergency Protective Measures). The State will utilize Florida PA to verify the disaster(s) in which the Applicant received FEMA PA funding for CAT A and/or CAT B.
- If the Applicant did not receive Category A and/or Category B federal funding within the last five years, they should select Option R: Not Applicable

1d. If yes, does the Applicant have experience with projects in the Public Assistance Program within the last 5 years? (Choose all that apply)

A. ☐ Yes, obligated large projects.

B. ☐ Yes, obligated small projects.

C. ☐ Yes, both small and large obligated projects.

Best Practice

- The Applicant should select the project size experience that is applicable to them. The State will utilize Florida PA to verify if the Applicant has experience with the selected project size(s) in the Public Assistance Program within the last 5 years.

2. Does the Applicant have staff member(s) who will be dedicated to and responsible for administering their FEMA PA grants in the event of a declared disaster?

A. ☐ Yes, in the event of a disaster the Applicant has 2 or more dedicated staff members.

B. ☐ Yes, in the event of a disaster the Applicant has at least 1 dedicated staff member.

C. ☐ No, the Applicant will not have any dedicated staff members.

Best Practice

- The Applicant must select the number of staff members who will be responsible for administering the Applicant's FEMA PA grants in the event of a declared disaster. Your selection must support your response in question 2a. If you select two or more dedicated staff members, you must provide the requested information for at least two staff members in question 2a.

2a. If yes, please list the staff member(s) who will be responsible for administering the FEMA Public Assistance Grant. (Please include Name, Department, Title, and years of experience. Ex: John Doe, Finance, Director, 4 years)

Employee Name	Department	Position Title	Years of Experience

Best Practice

- Applicant will need to provide the name, department, job title, and years of experience of the staff member(s) who will be responsible for administering their FEMA PA Grant(s).

2b. If yes, do these staff member(s) have previous experience or training related to administering FEMA PA Grants?

A. ☐ Yes, the staff member(s) have previous FEMA PA experience administering FEMA PA Grant(s)

B. ☐ Yes, the staff member(s) have FEMA PA training but do not have previous experience administering FEMA PA Grant(s)

C. ☐ No, the staff member(s) do not have previous FEMA PA experience or training.

Required Documentation:
Experience Memo
Training Transcript/Certificates
Resume

Best Practice

- To receive full points for this question, the Applicant must upload a FEMA PA experience memo or resume detailing the staff member(s) experience and the role they served in administering FEMA PA grants. The memo or resume must detail the disaster names and the PA tasks completed by the staff member. The staff member(s) listed in question 2a. must be the staff member(s) listed in the memo or resume documentation.
- If the Applicant does not have previous experience administering FEMA PA Grants but has taken the list of trainings below, the Applicant can select option B. In this

case, the Applicant must upload all applicable training certificates. Please note that only the FEMA approved training certificates listed below will be supported for this question. To receive points, the Applicant must upload **ALL** the FEMA PA IS approved training certificates or the F-ROC PA Certificate Series training certificates mentioned below. The staff member(s) listed in question 2a. must be the staff member(s) listed in the training certificates documentation. If the Applicant selects two or more dedicated staff members in Q2, the two staff members listed in 2a can combine their FEMA training certificates.

- FEMA approved training courses and certificates
  - IS-1000 - Public Assistance Program and Eligibility
  - IS-1006 - Documenting Disaster Damage and Developing Project Files
  - IS-1007 - Detailed Damage Description and Dimensions
  - IS-1008 - Scope of Work Development (Scoping and Cost)
  - IS-1015 - Insurance Considerations, Compliance, and Requirements
  - IS-1017 - Scope Change Requests, Time Extensions, Improved/Alternate Project Requests
- F-ROC PA Certificate Series
  - FL-603f - Public Assistance 101 & Grants Management
  - FL-608f - Emergency Work Eligibility
  - FL-609f – Permanent Work Eligibility

3. Does the Applicant have an executed Agreement with a responsible vendor to assist in administering their FEMA PA grant(s) that was procured in compliance with FEMA PA standards?

A. ☐ Yes, the Applicant has an executed Agreement with a responsible vendor to assist in administering their FEMA PA grant(s) that was procured in compliance with FEMA PA standards.

B. ☐ No, the Applicant currently does not have an executed Agreement with a responsible vendor but has experienced staff administering their FEMA PA grants.

C. ☐ No, the Applicant currently does not have an executed Agreement with a responsible vendor and does not have experienced staff administering their FEMA PA grants

Required Documentation:
Advertisement
Request for Proposal
Proposal

Scoring Tabulation
Notice of Award
Grant Administration Contract
Amendment/Contract Renewal- Active until June 2028

Best Practice

- To receive full points for this question the Applicant must provide a full procurement package with a responsible vendor or have experienced staff administering their FEMA PA grants.
- If you select option A, the Applicant must upload a grant administration executed contract that extends until June 2028, or include a renewal option that would extend until June 2028. Additionally, the following documents should be included: solicitation/advertisement, request for proposal, vendor's proposal, scoring/bid tabulation, and notice of award.
- If a piggyback contract or cooperative agreement was utilized, the following documents will need to be uploaded:
    - Procurement policy from original entity
    - RFP for Grants Management Vendor
    - Vendor proposals in response to RFP
    - Bid tabulation/scoring/ranking
    - Contract(s) between Original Entity and the vendor(s) – Valid through June 2028
    - Piggyback Contract – Valid through June 2028
    - Advertisement/solicitation
    - Notice of Award
    - Any additional information required based on piggyback clause (amendments, appendix, etc.)
- The grant administration contract should include all applicable contract provisions:
    - For all contracts, the contract addresses debarment and suspension.
    - For construction contracts of any amount, the contract references equal employment opportunities.
    - For contracts above $10,000, the contract addresses termination for cause and for convenience.
    - For all contracts above $100,000, the contract includes reference to the Byrd Anti-Lobbying Amendment.
    - For contracts above $200,000 that involve employment of mechanics or laborers, the contract includes reference to the Contract Work Hours and Safety Standards Act.
    - For all contracts above $150,000, the contract references compliance with the Clean Air Act and Federal Water Pollution Control Act.
    - Procurement of Recovered Materials- this required contract provision

applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

- Prohibition on Contracting Telecommunications Equipment or Services- for purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.
- Domestic Preferences for Procurement- for purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.
- For contracts above the simplified acquisition threshold, the contract references the following provisions:
  - administrative, contractual, or legal remedies for contract violations, and
  - inclusion of Federal bonding requirements
- For all contracts where a contractor's IT systems are used to input, store, process, output, and/or transmit sensitive (Applicant) information, or a contractor will have access to sensitive (Applicant) information, the contract references the following provisions:
  - Safeguarding of Sensitive Information, and
  - Information Technology Security and Privacy Training

- If selecting option B, the Applicant must have selected option A in Q2b and uploaded the required FEMA PA experience memo or resume document.

Policy/Procedure

4. **Does the Applicant (and all core departments) have an established labor policy that is in compliance with FEMA PA grant funding requirements, is applied uniformly regardless of a Presidential declaration, is non-discretionary when the Applicant activates various pay types, and is not contingent upon Federal funding?**

   A. ☐ Yes, the Applicant and all core departments that provide personnel during a disaster have an established labor policy that is in compliance with FEMA PA grant funding requirements.

   B. ☐ No, the Applicant and all core departments that provide personnel during a disaster do not have an established labor policy that is in compliance with FEMA PA grant funding requirements.

Required Documentation:
Labor Policy
Employee Manual
Collective Bargaining Agreement

Best Practice

- To receive points for this question, the Applicant must upload a general labor policy or employee manual. This document should outline how employees are paid on a daily basis (not just during an emergency), detailing the differences between straight time and overtime eligibility for employees. Additionally, the policy must be:
    - Applied uniformly, regardless of a Presidential declaration.
    - Not contingent upon Federal funding.
    - Non-discretionary when the Applicant activates various pay types. (Compensation should be based on uniform standards defined in the pay policy and not a certain personnel's decision. For example, language such as "the Manager may, in his or her discretion, award overtime compensation" would not be permissible because this makes the award of overtime compensation discretionary.
- We recommend referencing the following points as guidelines when reviewing, drafting, or updating your general and emergency labor policies:
    - Use mandatory terms like "will" or "shall" instead of permissive terms like "may," and make sure the language is clear, so employees know when they qualify for premium pay without needing to seek approval.
    - Clearly define the start and end conditions for premium pay, such as "while the EOC is activated," "for the duration of protective measures," or "until emergency orders are lifted.
    - The policy should be formally adopted, implemented, and finalized before a disaster. The document should be an approved and official version, not a draft. It should automatically provide for premium pay whenever its conditions are met, consistently applying without variation across different events.
    - Clearly define when premium pay begins, eliminating the need for case-by-case managerial approval. Once managers determine which staff must work, apply additional pay consistently to all designated staff, rather than leaving it to supervisory discretion. Provide consistent application across all staff categories, such as 2x pay for sworn officers, 1.5x for emergency staff, and straight-time for administrative support.

- Link the triggers for premium pay to specific, objective events, such as an emergency declaration, EOC activation, or an evacuation order. This approach ensures clarity and consistency in determining when employees qualify for additional compensation.

- If Applicants upload collective bargaining agreements, please confirm that they have not expired. If any agreement has expired, you are required to upload the most recently updated policies.

Sample Language:
Regular Time vs. Over-Time

The normal work week for all employees, other than Public Safety employees working scheduled extended shifts, shall be forty hours. Exempt employees are compensated on the basis that extended workdays and/or workweeks may be required to accomplish the expected assignments of the position. Employees filling such positions are expected to work whatever hours are necessary to complete expected assignments.

Non-exempt employees (as defined by the provisions of the Fair Labor Standards Act (FLSA)) will be compensated at the rate one and one-half times their regular hourly rate for work in excess of forty hours during their normal work week.

A. OVERTIME

1. Non-exempt employees shall not incur overtime without prior authorization from their Department Director or designee, and any approved overtime must be kept to a minimum. Time worked by a non-exempt employee in excess of 40 hours per week will be paid at a rate of one and one-half times the employee's regular hourly rate of pay unless a different rate is provided for that employee in a collective bargaining agreement. Hours worked beyond the employee's normally scheduled daily hours contribute toward the accrual of overtime, even if the 40-hour weekly threshold has not yet been met.

2. For purposes of determining and calculating overtime, an employee that uses annual leave, compensatory time, holiday, or sick leave incentive days will have that time counted as time worked. Other leave types do not count as time worked for purposes of calculating overtime

B. SHIFT DIFFERENTIAL

a) Non-exempt employees (excluding 56-hour employees, communications operators, and employees at the rank of lieutenant and higher) will receive a shift differential as follows:

i) 3% additional pay for second shift, where four or more hours are worked which fall between 3:00 PM and 11:00 PM.

ii) 5% additional pay for third shift, where four or more hours are worked which fall between 11:00 PM and 7:00 AM.

b) When work hours for any shift qualify for shift differential, the time record shall be posted to reflect all hours worked during that shift at the highest rate of shift differential pay. Time is not split between two rates of shift differential pay for work on the same continuous shift.

5. Does the Applicant have an approved labor policy or relevant employee agreement(s) that outlines how employees will be paid during an emergency?

A. ☐ Yes, the Applicant's approved labor policy (or similar documentation) outlines how employees will be paid during an emergency.

B. ☐ No, the Applicant's approved labor policy (or similar documentation) does not outline how employees will be paid during an emergency.

Required Documentation:
Emergency Pay Policy
Employee Manual
Collective Bargaining Agreement

Best Practice

- To receive full points for this question, the Applicant must upload a policy outlining how employees will be paid during an emergency. The policy must detail emergency pay rates vs regular pay rates. For example, some Applicants may give double pay or compensatory time for hours worked during the emergency period. These additional compensations still need to be reasonable. As stated in Q4, the policy should not be subject to Federal funding, should be applied uniformly regardless of a presidential declaration, and should not include discretionary criteria.
- We recommend referencing the following points as guidelines when reviewing, drafting, or updating your general and emergency labor policies:
    - Use mandatory terms like "will" or "shall" instead of permissive terms like "may," and make sure the language is clear, so employees know when they qualify for premium pay without needing to seek approval.
    - Clearly define the start and end conditions for premium pay, such as "while the EOC is activated," "for the duration of protective measures," or "until emergency orders are lifted.
    - The policy should be formally adopted, implemented, and finalized before a disaster. The document should be an approved and official version, not a draft. It should automatically provide for premium pay whenever its

conditions are met, consistently applying without variation across different events.

- Clearly define when premium pay begins, eliminating the need for case-by-case managerial approval. Once managers determine which staff must work, apply additional pay consistently to all designated staff, rather than leaving it to supervisory discretion. Provide consistent application across all staff categories, such as 2x pay for sworn officers, 1.5x for emergency staff, and straight-time for administrative support.
- Link the triggers for premium pay to specific, objective events, such as an emergency declaration, EOC activation, or an evacuation order. This approach ensures clarity and consistency in determining when employees qualify for additional compensation.

Sample Language: Emergency Pay

During a Declared Local State of Emergency, it is the responsibility of each Division Director to maintain overtime reports stating how many overtime hours are associated with the declared emergency, as well as the overtime reports identifying whether it was pre-emergency or post-emergency work. These reports and payroll records must be retained until such time as you are requested to provide this information to the appropriate office coordinating emergency-related reimbursements, typically the Budget Department.

Overtime work will be performed only with prior approval of the responsible supervisor and Chief Officer/Department Director to the extent necessary to meet essential operation requirements or for an emergency operation.

The responsible supervisor shall maintain accurate records of all overtime worked and justification for the same. The Chief Financial Officer shall have the responsibility to monitor the overtime reported and to investigate any unusually large amounts.

Employees may be required to work overtime, or work on days off, in order to meet special situations, emergencies, or demands. Employees called into work for emergencies will be compensated at their overtime rate of pay (one and one-half times regular pay) regardless of meeting the FLSA 40 hour work week requirement, pursuant to the County's Standby Assignment or Call Out Pay Policy. Hours worked beyond the employee's normally scheduled daily hours contribute toward the accrual of overtime, even if the 40-hour weekly threshold has not yet been met. Employees may be asked to work overtime to accomplish non-emergency requirements. Employees of the BOCC serving the public are expected to work the extra hours when required. Employees who refuse to work overtime may be subject to disciplinary action.

Employees are eligible for overtime pay in accordance with the Fair Labor Standards Act (FLSA). If it is necessary for an employee to work on a legal holiday, the employee shall be paid holiday pay for the actual hours worked at his/her regular pay rate plus one and one-half times the regular pay rate. If employees receive holiday pay but do not work the actual legal holiday, these hours will not count towards their overtime threshold.

Overtime will only be paid for time physically worked. PTO, Banked Sick Leave, and holidays will not be counted when computing overtime pay.

Sample Language: Pay for Work During Declared Emergencies or Disasters

This policy establishes the framework under which employees may be assigned and fairly compensated for work in preparation for and/or in response to an emergency or disaster.

This policy shall be activated when the Board of County Commissioners, Chairman of the Board of County Commissioners, or the acting Chairman, signs a Local State of Emergency declaration for an emergency or disaster. Return to normal payroll policy occurs when the Emergency Operations Center transitions from Activation Level I to Activation Level II or when the County formally transitions from response to recovery. Depending on the severity and scope of a disaster, some or all employees may be identified to perform duties directly related to disaster response during a "declared local state of emergency." The County Manager shall have the authority to excuse certain personnel from responding to work and shall have the authority to require non-exempt and exempt personnel to work their regularly scheduled work hours and in excess of their regularly scheduled work hours. While performing duties directly related to disaster response, employees must keep their County issued Employee ID badges with them at all times.

When this policy is activated, pay for employees shall be as follows: Non-director-level exempt employees, who are designated by their department directors to work during emergencies when county offices are closed will be compensated based on the employee’s straight-time hourly rate; if more than 40 hours are worked during the normal work week, time and one half the regular straight-time will be paid for all such hours worked.

Non-exempt employees - who are eligible for overtime and are required to perform duties directly related to disaster response — such employees will receive time and one-half for actual hours worked irrespective of whether or not the employee's overtime threshold has been met. Once an employee's overtime threshold has been met during a "declared state of local emergency", compensation will be paid for actual hours worked at time and one-half the employee's overtime rate of pay (equivalent to 2.25 times the normal non-overtime wage).

While this disaster pay policy is activated, each Department/Division shall maintain a list of employees who are performing duties directly related to disaster response. This list shall include the employees' names, hours worked, and duties performed. Division Managers, or designated supervisors, will be responsible to verify and approve all hours worked for all employees.

In order to seek FEMA reimbursement for the time each employee spends working during a "declared local state of emergency", overtime reports must state how many overtime hours are associated with the declared emergency. Additionally, information should be included in the overtime reports that identify whether it was pre-emergency or post emergency work. Employees may have additional hours that will be reported that are not associated with the "declared local state of emergency". Each Division should retain copies of payroll records and overtime reports generated during a declared emergency until such time as the Division is requested to provide these records to the appropriate office that will be coordinating FEMA reimbursement.

5a. Does the Applicant's labor policy note that reassigned employees (employees not performing their normal day-to-day duties) should be paid at their normal pay rate and not the pay rate of the services that they performed?

A. ☐ Yes, the Applicant's labor policy notes that reassigned employees should be paid at their normal pay rate and not the pay rate of the services that they performed.

B. ☐ No, the Applicant's labor policy does not note that reassigned employees should be paid at their normal pay rate and not the pay rate of the services that they performed.

Best Practice

- It is recommended that the Applicant's policy should include verbiage stating that reassigned employees (employees not performing their normal day-to-day duties) should be paid at their normal pay rate and not the pay rate of the services they performed.

- **Reference:** Costs for employees reassigned to perform work that is not part of the employee's normal job functions are eligible. For example, a police officer may clear debris which FEMA provides PA funding based on the reassigned employee's normal pay rate, not the pay level appropriate to the work, because the Applicant's incurred cost is the employee's normal pay rate. (PAPPG V.5 pg. 81 – 82)

Sample Language:
Reassigned Employees

Example 1 - Primary response employees who are scheduled to work, or who are called back to work to perform essential services, are required to continue working their assigned work or any reassigned duties, at their normal pay rate

Example 2 - Exempt or non-exempt employees who work during a declared local state of emergency and are temporarily reassigned to another area where they are not performing their normal day-to-day duties – such employees will receive their normal pay.

5b. Does the Applicant's labor policy note that a backfill employee (an employee that is temporarily replacing another employee who is responding to the incident – work performed does not need to be eligible work) should be paid at their normal pay rate?

A. ☐ Yes, the Applicant's labor policy notes that a backfill employee should be paid at their normal pay rate.

B. ☐ No, the Applicant's labor policy does not note that a backfill employee should be paid at their normal pay rate.

C. ☐ N/A, the Applicant does not utilize backfill employees.

Best Practice

- If applicable, it is recommended that the Applicant's policy should include verbiage stating that a backfill employee (an employee that is temporarily replacing another employee who is responding to the incident – work performed does not need to be eligible work) should be paid at their normal pay rate. FEMA also provides PA funding for straight time if the backfill employee is a:
  - ➢ Contracted or temporary employee, or
  - ➢ Permanent employee called in on a normally scheduled day off (weekend other day off).
- If the backfill employee is called in from scheduled leave, only over-time is eligible

- **Reference:** The Applicant may need to temporarily replace an employee who is responding to the incident. If an employee is unable to perform normal duties due to performing eligible emergency work, certain costs associated with backfilling the employee are eligible, even though the backfilling employee is not performing eligible work. The eligibility of labor costs for a backfill employee is tied to an employee unable to perform normal duties because they are performing eligible emergency work, not because they are unable to work (e.g., on leave, furloughed). (PAPPG V.5 pg. 82)

Sample Language:
Backfill Employees

Exempt or non-exempt employees who work during a declared local state of emergency, and are temporarily filling in for an employee who has been reassigned to another area – such employees will receive their normal pay.

5c. Does the Applicant's labor policy note that prisoners should be paid at the rate that the Applicant normally pays prisoners?

A. ☐ Yes, the Applicant's labor policy notes that prisoners should be paid at the rate that the Applicant normally pays prisoners.

B. ☐ No, the Applicant's labor policy does not note that prisoners should be paid at the rate that the Applicant normally pays prisoners.

C. ☐ N/A, the Applicant does not utilize prisoners for labor.

Best Practice

- If applicable, it is recommended that the Applicant's policy state that prisoners should be paid at the rate that the Applicant normally pays prisoners.

- **Reference**: FEMA provides PA funding for prisoner labor costs based on the rate that the Applicant normally pays prisoners. (PAPPG V.5 pg.104)

5d. Does the Applicant's labor policy define Standby use and pay?

A. ☐ Yes, the Applicant's labor policy defines Standby use and pay.

B. ☐ No, the Applicant's labor policy does not define Standby use and pay.

C. ☐ N/A, the Applicant does not utilize Standby time.

Best Practice

- If applicable, it is recommended that the Applicant's policy include language that clearly outlines and defines the terms of standby use and compensation.

- **Reference:** FEMA provides PA funding for labor costs related to intermittent standby time for staff conducting eligible evacuation or sheltering, search and rescue, or emergency medical care. Standby use and pay are consistent with the Applicant's labor policy (or contractual obligation based on a labor agreement) and consistent with its practice in non-federally declared incidents OR a contract or union agreement that requires payment for standby time. (PAPPG V.5 pg. 83)

Sample Language:
Standby Use & Pay

In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to standby duty. Every employee in positions which provide "unscheduled" service on a recurring basis may volunteer or be designated "standby" other than normal work hours. A standby assignment would require an employee to remain in the County and be available for work due to an urgent situation on off-duty time which may include nights, weekends, or holidays.

A non-exempt employee who is assigned as standby for a minimum period of one week for hours beyond the normal workday shall receive one hour at his/her current hourly rate for each day assigned on standby. Employees assigned for standby shifts in our EMS Division will receive $15.00 per twenty-four (24) hour shift and $7.50 per twelve (12) hour shift.

6. **Does the Applicant have a written agreement or labor policy that includes meals for employees and volunteers engaged in eligible Emergency Work, including those at Emergency Operation Centers, provided the individuals are not receiving per diem?**

   A. ☐ Yes, the Applicant has a written agreement or labor policy that includes meals for employees and volunteers engaged in eligible Emergency Work, including those at Emergency Operation Centers, provided the individuals are not receiving per diem.

   B. ☐ No, the Applicant does not have a written agreement or labor policy that includes meals for employees and volunteers engaged in eligible Emergency Work, including those at Emergency Operation Centers, provided the individuals are not receiving per diem.

Required Documentation:
Labor Policy
Employee Manual
Collective Bargaining Agreement

Best Practice

- To receive full points for this question, the Applicant must upload a policy or standard procedure that covers meals for employees and volunteers engaged in eligible Emergency Work.

- **Reference:** Applicants often provide meals for emergency workers. Provision of meals, including beverages and meal supplies, for employees and volunteers engaged in eligible Emergency Work, including those at EOCs, is eligible provided the individuals are not receiving per diem and one of the following circumstances apply:
  - Meals are required based on a labor policy or written agreement that meets the requirements of Chapter 6. Cost Eligibility;
  - Conditions constitute a level of severity that requires employees to work abnormal, extended work hours without a reasonable amount of time to provide for their own meals; or
  - Food or water is not reasonably available for employees to purchase. FEMA only reimburses the cost of meals that are brought to the work location and purchased in a cost-effective and reasonable manner, such as bulk meals. FEMA does not reimburse costs related to group outings at restaurants or individual meals. (PAPPG V.5 pg. 137 – 138)

Sample Language:
Meals/Per Diem

Example (City) - When possible, the City will provide meals for employees and volunteers engaged in eligible Emergency Work, including those at Emergency Operation Centers, provided that the individuals are not receiving per diem.

Example (County) - EOC and Volunteer Feeding EOC During EOC activations, the Logistics Section is responsible for providing meals to EOC assigned personnel. Logistics will use available contracts as the primary source for meals at the EOC and staging areas during declared disasters. During small incidents or undeclared disasters donated meals or non-profits may be used to reduce financial costs to the county. Volunteers During disasters where the county requests volunteers or volunteers assigned to the EOC require feeding, the Logistics Section will utilize existing contract, donated meals, or a non-profit whose mission is to provide meals (such as World Kitchen). The location of meal distribution for volunteers will be coordinated through ESF-15 Volunteers and Donations.

Example (Sheriff) - Emergency Situation Meals In accordance with the Master Plan for Emergency Control of the Office of the Sheriff, employees who are required or ordered to work more than twelve (12) hours on a single tour of duty, due to a declared emergency, shall be furnished a hot meal on the second and each succeeding day, within the twelve (12) hour tour of duty. The Office of the Sheriff will make a F.O.P. POLICE OFFICERS THROUGH SERGEANTS 9 reasonable effort to designate a safe and secure area near the emergency area for employees to consume this meal. On the first day of said emergency situation, a reasonable effort will be made to furnish affected employees a hot meal within their twelve (12) hour tour of duty. The Sheriff may reimburse the F.O.P. for providing Sheriff authorized meals to Police Officers working during specified emergencies after receipt of the corresponding invoice subject to and limited by the availability of funding pursuant to the annual budget ordinance.

7. Does the Applicant have an Emergency Financial Plan that identifies strategies to close the gap between the disaster event costs and the entity's financial capacity?

A. ☐ Yes, the Applicant has an Emergency Financial Plan that identifies strategies to close the gap between the disaster event costs and the entity's financial capacity.

B. ☐ No, the Applicant does not have an Emergency Financial Plan that identifies strategies to close the gap between the disaster event costs and the entity's financial capacity.

Required Documentation:
Emergency Financial Plan

Best Practice

- To receive full points for this question, the Applicant must upload an emergency financial plan that includes language identifying strategies to bridge the gap between the disaster event costs and the entity's financial capacity.
- The emergency financial plan should not simply summarize and state that the Applicant will use rainy day funds, reprioritize the annual budget, or rely on borrowing. Rather, the Applicant should include examples in the emergency financial plan, ensuring that it is more detailed and tailored to their specific circumstances.

- **Reference:** Each emergency financial plan should be based on the likely frequency of the disaster's occurrence. If insufficient funds are available to address the disaster event, the emergency financial plan should identify strategies to close the gap between the disaster event costs and the local governmental entity's financial capacity. Such strategies may include rainy day funds, reprioritizing its annual budget, and borrowing. (F.S. 252.391, pg. 8)

Sample Language:
Emergency Financial Plan

Pursuant to Florida Statue 252.391 , "each local governmental entity is encouraged to develop an emergency financial plan for major natural disasters that may impact its jurisdiction. Disasters include, but are not limited to, hurricanes, tornadoes, floods, and wildfires." This document shall serve as the written procedure. The Emergency Financial Plan is in place to identify strategies to "close the gap" between disaster-related costs and the County's financial capacity. The plan is based on the likelihood of each type of disaster, and the cost calculation of each. The County utilizes a fund accounting system to separate departments and activities by fund. All funds are then centralized into one pool, or a "pool cash" management system. The average balance of the pool account is roughly $XX amount. In the event of a disaster, the pool account is sufficient to cover immediate expenses - such as payroll, initial emergency purchases, and emergency protective measures - and provides additional time to secure loans and financing for long-term costs and permanent work.

The County's FEMA Risk Index for each type of natural disaster follows this document. The disaster type with the highest risk and highest expected annual loss for the County is hurricanes, which would require secured loans until federal and state funding is received. For smaller disasters, such as tornadoes and flooding, the annual budget would be reprioritized or addressed with grant funding to mitigate hazards. This plan shall be annually reviewed to address changes in conditions.

7a. Is the Applicant's Emergency Financial Plan reviewed annually?

A. ☐ Yes, the Applicant's plan is reviewed annually.

B. ☐ No, the Applicant's plan is not reviewed annually.

Best Practice

- To receive points for this question, the Applicant’s documentation must state that the plan is reviewed annually, or it must include the date it was last reviewed or revised within the past year.

8. **Does the Applicant have written procedures to document inventory of their force account equipment, purchased equipment, and leased equipment?**

   A. ☐ Yes, the Applicant has documented procedures for equipment inventory.

   B. ☐ No, the Applicant does not have procedures to document inventory of equipment.

Required Documentation:
Equipment Inventory Procedures

Best Practice

- To receive full points for this question, the Applicant must upload equipment inventory procedures. The equipment inventory procedures should include the following:
  - ➢ Who (position) will complete the inventory?
  - ➢ How often will the inventory be conducted?
  - ➢ How often the inventory will be reviewed and the documentation that will be utilized to report the inventory.
  - ➢ Include the type of equipment and attachments used (including year, make, and model, and Size/capacity).

- **Reference:** FEMA provides PA funding for the use of Applicant-owned (force account) equipment, including permanently mounted generators, based on hourly rates. FEMA may provide PA funding based on mileage for vehicles, if the mileage is documented and is less costly than hourly rates. There are instances when the Applicant does not have sufficient equipment to effectively respond to an incident. If the Applicant purchases equipment that it justifiably needs to respond effectively to the incident FEMA provides PA funding for both the purchase price (subject to disposition requirements as specified under Disposition of Equipment and Supplies in this chapter) and either:
  - ➢ The use of the equipment based on equipment rates; or,
  - ➢ The actual fuel and maintenance costs. (PAPPG V.5 pg. 84)

Sample Language:
Equipment Inventory (Part 1 of 2)

Fleet Service Maintenance Schedule - Each piece of equipment owned by the County is inventoried by Fleet Maintenance and fitted with a fuel adapter that allows the vehicle to authenticate and refuel at the County pumps. The equipment is returned to Fleet several times each year for oil changes and vehicle service. During each service, the condition of the vehicle is inspected and documented. This check would be performed several times per year.

Refuel Authentication - Refueling at the County pumps require the vehicle to be setup in the fuel monitoring system. Pumps are equipped with a device that confirms the vehicle identification and mileage before dispensing fuel. This check would be performed up to several times per week.

Asset Inventory - Countywide, purchased property valued in excess of $5,000 is added to an asset inventory list that is verified once per year by department staff. Discrepancies are reported and investigated through this process.

Sample Language:
Equipment Inventory (Part 2 of 2)

Inventorying Assets - Each year, normally in April, the General Accounting Office distributes an annual inventory memo that outlines the due dates for the annual inventory process. Florida Administration Code-Rule Chapter 69I- 73 states that each governmental unit shall ensure a complete physical inventory of all property is taken annually and whenever there is a change of custodian or change of custodian's delegate. The inventory must indicate the existence of a property item and present physical condition. This will aide in determining if there is impairment or potential impairment of an asset.

Purchasing of Assets - The process of obtaining a fixed asset begins with the purchasing procedures that can be referred to in the current Purchasing Manual. Any fixed asset, that is required to be capitalized per County Administration Code AC-XXXX, must be purchased out of a XXX object account (except Attractive Items use XXXX) and a Fixed Asset Property Control (FAPC) e-form completed. Most capital assets are addressed in XXXX but if an asset is purchased outside of the XXXX system a XXXX e-form must be completed and e-mailed to the General Accounting Office's fixed asset mailbox at XXXX referencing NEW ASSET in the subject line. In XXXX, an electronic form will appear during the invoice approval process, which needs to be wholly completed. The initial XXXX e-form for the acquisition can be completed by the custodian, property control clerk, or designated fiscal personnel. If someone other than the property control clerk or custodian is completing the XXXX e-form for a purchase, the custodian or property control clerk should be notified that a purchase has been made and a XXXX e-form completed. Those who do not have e-mail will have to send a signed hard copy.

9. **Does the Applicant have written procedures for a leasing versus purchasing analysis for equipment costs?**

   A. ☐ Yes, the Applicant has procedures to perform a lease versus purchasing analysis.

   B. ☐ No, the Applicant does not have lease versus purchasing procedures.

Required Documentation:
Leasing vs. Purchasing Procedures

Best Practice

- To receive full points for this question, the Applicant must upload documentation of written leasing versus purchasing procedures for equipment costs. This procedure should include the steps the Applicant takes to determine the most economical approach for leasing or purchasing equipment.

- **Reference:** The recipient's or subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis will be made between leasing and purchasing property or equipment to determine the most economical approach. (2 CFR § 200.318(d))

Sample Language:
Leasing vs. Purchasing Analysis

Unnecessary and Duplicate Purchase - "XX" shall avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

2 CFR 200.318 (d) states: The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach

10. **Does the Applicant have a documented process of internal controls that can address instances of fraud, waste, and abuse (FWA), such as conflicts of interest and gaps in required documentation?**

A. ☐ Yes, the Applicant has a process of internal controls to address FWA.

B. ☐ No, the Applicant does not have a process of internal controls to address FWA.

Required Documentation:
Office of Inspector General (OIG) document
Procurement Policy
Code of Conduct
Employee Handbook

Best Practice

- To receive full points for this question, the Applicant must upload an Office of Inspector General (OIG) document, procurement policy, code of conduct, or employee handbook that outlines written procedures or internal controls addressing instances of fraud, waste, and abuse.

- **Reference:** Recipients and subrecipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal Government. FEMA recommends that the recipient or subrecipient include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract (PUGPG pg. 130)

Sample Language:
Fraud, Waste, and Abuse (Part 1 of 2)

Conflict of Interest - To avoid conflicts of interest, the City's personnel policy prohibits City employees from accepting personal loans, advances, gifts, gratuities, cash, goods, services, or favors from a vendor. A City employee must not use their position with the City to obtain or attempt to obtain any special preferences, favors, privileges, or exemptions for themselves or for any other person. Whenever possible, a Demonstration should be conducted in a public and open area, not in an employee's office.

CONFLICT OF INTEREST

I. The purpose of this Section is to provide guidance to employees engaged in any aspect of the Purchasing function concerning the avoidance of conflict of interest.

II. Employees engaged in the Purchasing function are expected to be free of interests or relationships which are actually or potentially conflicts of interest or detrimental to the best interests of the City and shall not engage or participate in any commercial transaction involving a company, its affiliates, divisions or subsidies in which they have a significant undisclosed financial interest.

Any employee engaged in Purchasing who has assumed, or is about to assumed, a financial or other outside business relationship that might involve a conflict of interest must immediately inform their supervisor of the circumstances involved. This information will be reviewed at an appropriate level for decision on whether a conflict of interest is present and, if so, what course of action will be taken. In this connection, a conflict of interest exists where an employee:

A. Has an outside interest that materially encroaches on time or attention that should be devoted to the affairs of the City.

B. Has a direct or indirect interest in or relationship with an outsider that is inherently unethical or that might be implied or construed to be or make possible personal gain due to the employee's ability to influence dealings.

C. Render the employee partial toward the outsider for personal reasons or otherwise inhibit the impartiality of the employee's business judgment.

D. Place the employee or the City in an equivocal, embarrassing or ethically questionable position.

E. Reflect on the integrity of the City.

F. Takes personal advantage of an opportunity that properly belongs to the City.

G. Uses City property without approval.

ETHICS IN PUBLIC PURCHASING

I. Purchasing employees will also abide by the following ethics statements for purchasing actions in the performance of their duties on behalf of the City:

A. Seek or accept a position in procurement only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the City.

B. Believe in the dignity and worth of the service rendered by the City, and the societal responsibilities assumed as a trusted public servant.

C. Be governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the City and the public being served.

D. Believe that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.

E. Identify and eliminate participation of any situations where a conflict of interest may be involved.

F. Believe that they should at no time, or under any circumstances accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence Procurement decisions.

G. Keep the City informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.

H. Handle all personal and professional matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.

I. Seek or dispense no personal favors. Handle each administrative problem objectively and empathetically, without discrimination.

Sample Language:
Fraud, Waste, and Abuse (Part 1 of 2)

The County Clerk of Court and Comptroller is committed to preventing fraud and maintaining an environment in which internal controls are established and improved. A crucial element of internal control is a mechanism for preventing and detecting fraud, waste, and abuse of county resources.

• Fraud is defined by the Association of Certified Fraud Examiners as any intentional or deliberate act to deprive another of property or money by guile, deception or other unfair means.

• Waste refers to the unintentional, thoughtless or careless expenditure, consumption, mismanagement, use or squandering of government resources to the detriment or potential detriment of the County or Clerk.

• Abuse refers to intentional, wrongful or improper use or destruction of government resources, or seriously imp roper practice that does not involve prosecutable fraud.

The Clerk, through the Department of Inspector General, established several means for employees and citizens to report potential fraud, waste, or abuse by employees, contractors, vendors, citizens, or other entities that have a business relationship with the County Board of County Commissioners. All complaints received are reviewed by the Clerk's Inspector General to determine if sufficient information exists to conduct a meaningful investigation.

The Florida Whistleblowers Act: In accordance with FS all employees who report suspected wrongdoing or fraudulent activities are protected from retaliation by management or other employees. Persons reporting wrongdoing or fraudulent activities should provide sufficient details to facilitate an investigation.

What to Report:

• Fraud, waste, or abuse /mismanagement of assets or resources in relation to the County:

O Board of County Commissioners

O Clerk of Court and Comptroller

• Violations or circumvention of County or Clerk policies, local laws, rules or State or Federal regulations

What Not to Report:

• General complaint, suggestions, or personnel issues

• Issues of extreme urgency, such as threat of violence or harassment

• Fraud, waste, or abuse of non-County resources

How to Report:

We encourage reporting through our XX Hotline. Reports can be made 24/7/365:

10a. If yes, who is responsible for updating and monitoring the internal controls? Please provide a title.

a. ____________________________________

11. Was a Federal Single Audit required and performed for the Applicant's most recent fiscal year?

A. ☐ Yes, a Federal Single Audit was required and performed for the Applicant's most recent fiscal year.

B. ☐ No, but the Applicant has been audited by an independent auditor at least once in the last 3 years.

C. ☐ No, the Applicant has not been audited yearly for the last 3 years.

Requirement Documentation:
Single Audit Report
Audit Report

Best Practice

To receive full points for this question, the Applicant must either upload a single audit report from their most recent fiscal year or select the option indicating that they have been audited by an independent auditor at least once in the last 3 years.

- **Reference:** A recipient or subrecipient that expends $1 million or more in federal funds during its fiscal year must perform a single or program-specific audit. (PAPPG V.5 pg. 253)

11a. If yes, did the audit result in a finding(s)?

A. ☐ Yes, the audit resulted in a finding(s).

B. ☐ No, the audit did not result in a finding(s).

Required Documentation:
Corrective Action Plan

Best Practice

- If the Applicant's audit report resulted in findings, the Applicant should upload a corrective action plan addressing those findings. If the corrective action plan was included in the audit report, upload the audit report.

12. Does the Applicant have specific internal controls and procedures in place for duplication of benefits? *FEMA expects themselves to be the last resort for the Applicant. If the Applicant receives insurance proceeds or funds from other grants, they should be used to offset the FEMA claims.

A. ☐ Yes, the Applicant has specific internal controls and procedures for duplication of benefits.

B. ☐ No, the Applicant does not have specific internal controls and procedures for duplication of benefits.

Required Documentation:
Internal Controls/Procedures

Best Practice

- To receive full points for this question, the Applicant must upload a policy that details internal controls and procedures in place for duplication of benefits. This document must confirm how the Applicant defines the application of funds and verify how the Applicant prioritizes the claims in relation to other grants.

- **Reference:** FEMA is legally prohibited from duplicating benefits from other sources. If the Applicant receives funding from another source for the same work that FEMA funded, FEMA reduces the eligible cost or de-obligates funding to prevent a duplication of benefits (PAPPG V.5 pg. 110. Stafford Act § 312, 42 U.S.C. § 5155, and 2 C.F.R. § 200.406)

Sample Language: Duplication of Benefits

The following steps are implemented to prevent the Duplication of Benefits:

• Utilization of Centralized Database: XX's financial system typically functions as a centralized database for all grant programs. It is a system whereby staff can cross-reference and verify payments.

• Data Sharing, Communication and Coordination: We have a team of employees, consultants, insurance experts, federal representatives and state representatives that meet every week to discuss disaster claims. Data and documentation are shared on FEMA Grants Portal with all parties. This coordination reduces redundancies and prevent multiple agencies from providing similar benefits.

• Regular Audits and Monitoring: XX implements routine audits and monitoring to identify and rectify instances of duplication. The main objective is to catch duplication before it becomes a significant issue. The monitoring process start with a Grant Assessment Form before application, then after award moves to Procurement, then to the Departments, then to Finance, and throughout the process with the Grant Division. For FEMA claims, all insurance deductibles and revenues are applied first.

Revenue Received (if utilizing a shared workspace) - Revenue during and after an event is tracked using assigned business units to clearly identify the refund type to ensure duplication of benefits does not occur. The Business Analyst responsible for Public Assistance shares this information with Risk Management, County Administration, Disaster Cost Recovery Consultant(s) and Clerk Finance. The refund also references the FEMA project number along with category and applicable refund notes.

13. Does the Applicant have written policies and procedures on how they will document their administrative costs?

A. ☐ Yes, the Applicant has written policies and procedures on how they will document their administrative costs.

B. ☐ No, the Applicant does not have written policies and procedures on how they will document their administrative costs.

Required Documentation:
Internal Controls/Procedures

Best Practice

- To receive full points for this question, the Applicant must upload a policy or written procedures that detail how administrative costs are tracked. Recipients and Subrecipients must provide documentation to substantiate costs claimed for eligible management activities. Additionally, costs claimed must be reasonable. Acceptable documentation can include:
  - An explanation of work performed with a representative sample of daily logs/activity reports. The activity must be related to eligible projects.
  - Documentation to substantiate the necessity of any claimed office supplies, equipment, or space.
  - For meetings or site inspections, the activity description needs to include the number and purpose of the meetings or site inspections.
  - Travel costs need to include the purpose of travel and a copy of the travel policy.
  - Training needs to include the location, date(s), and title of the course. The training must be related to PA and occur within the period of performance of the Category Z PW.

- **Reference:** Recipients and Subrecipients need to certify that the management activities and associated costs claimed are eligible, consistent with the Interim Policy, and not related to ineligible projects. See Appendix D for a Certification of Management Cost Eligibility document. (Public Assistance Management Costs Standard Operating Procedures, pgs. 6-7)

Sample Language: Management Costs

Example 1 - Forms 214 and 213 will be used to complete FEMA Force Account Contract Workbook calculating total labor, equipment, and material cost, as well as administrative costs. A copy of this workbook is saved in 'XXXX' and will be compared to payroll records.

Example 2 - Documentation Requirements – In accordance with the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200), the initial application for management costs must:

Include a description of activities, personnel requirements, and other costs.

The documentation in a management costs application will be used by FEMA to determine if costs are reasonable and will support necessary management activities throughout the period of performance.

Payroll data, procurement procedures, contracts, invoices, and an explanation of activities performed.

Number of hours, rate, title or position, specific activities which required materials, equipment, or space.

Number and purpose of meetings/site inspections.

If claiming training site, the location of the course offered and its necessity.

Smartsheet Category Z Form - County Department staff completes a Smartsheet form for eligible Management related costs. The Form's information is auto populated in a Smartsheet workspace. The workspace will collect the forms information and in coordination with Human Resources the employee's rates and payment information will be collected in a separate report.

Example 3 - Contractual Management Costs: Activities will be documented and retained in accordance with contract terms and the agency's policies and procedures, and will include:

• Copies of executed contracts, amendments, and procurement documentation.

• Invoices with supporting timesheets and descriptions of services provided.

• Review and approval of documentation by the designated contract administrator to ensure compliance and accuracy before processing.

Force Account Labor - Administrative tasks performed by agency employees will utilize FDEM Florida Recovery Obligation Calculation (F-ROC) forms to track:

• Activities performed, through individual or team Daily Activity Reports, dependent on the situation

• Equipment usage, including make, model, purpose, and usage information

• Supplies associated with administrative tasks

Employee supervisors or designee will review and approve F-ROC forms for accuracy and completeness within seven days of receipt. Completed records will be transmitted to the agency's assigned grant manager every Friday for processing and integration into centralized reports.

14. Does the Applicant have a process and procedure in place to accurately document donated resources (labor, equipment, materials)? *Please refer to the 'I' icon for detailed requirements.

A. ☐ Yes, the Applicant has a process and procedure in place to accurately document donated resources' labor, equipment, and materials.

B. ☐ No, the Applicant does not have a process and procedure in place to accurately document donated resources' labor, equipment, and materials.

C. ☐ N/A, the Applicant does not claim donated resources costs.

Required Documentation:
Labor Timesheets
Equipment Log
Internal Controls/procedures

Best Practice

- To receive full points for the question, the Applicant must upload written procedures of their process for documenting donated resources. If applicable, example equipment logs or labor timesheets must be uploaded along with the written procedure.
- Procedures should state which forms will be used, who will oversee and coordinate the forms daily, and specify the deadline for collecting the forms at the end of the designated time period.

- **Reference:** Applicants must submit the following to support the offset value for donated resources: Sign-in sheet; and, for each individual: Name, Title and function (for professional services), Days and hours worked, Location of work and work performed. Equipment: For each piece of equipment: Name of donor, Type of equipment, including make, model, size, capacity, horsepower, and wattage (as applicable), Location or site used, and Dates and hours used. For each supply or material: Name of donor, Description and Quantity, Location used, Documentation to validate claimed value, including invoices, or historical cost records.). (PAPPG V.5 pg. 108)

Sample Language:
Donated Resources

Example 1 –

1. PURPOSE & OBJECTIVE
The purpose of this policy is to establish standard procedures for tracking, valuing, and documenting donated resources (volunteer labor, equipment, and materials) used during disaster response and recovery operations.

2. DOCUMENTATION PROCEDURES
The Logistics and Finance Sections (or designated emergency management personnel) are responsible for capturing the following documentation for all donated resources.

A. Donated Labor (Volunteers)
All volunteer labor must be tracked daily using standardized Sign-In/Sign-Out sheets (e.g., ICS Form 214 or equivalent). The following information must be recorded for each individual:

1. Name of the volunteer.
2. Title and Function: Specifically required if the individual is providing professional services (e.g., heavy equipment operator, structural engineer, medical professional) to justify a higher labor rate.
3. Days and Hours Worked: Exact start and end times for each shift.
4. Location of Work: Specific site, facility, or geographic zone.
5. Description of Work Performed: Detailed description of the emergency response or debris removal activities conducted.

B. Donated Equipment
All donated equipment utilized for eligible work must be tracked using Equipment Logs. The log must capture:

1. Name of the Donor (Individual or organization).
2. Type of Equipment: Must include specific make, model, size, capacity, horsepower, and wattage (as applicable) to establish the correct equipment rate.
3. Location or Site Used.
4. Dates and Hours Used: Logs must differentiate between actual operating hours and standby hours.

C. Donated Supplies and Materials
For all donated supplies and materials consumed in the performance of eligible work, records must be retained detailing:

1. Name of the Donor.
2. Description and Quantity of the materials.
3. Location Used.
4. Documentation to Validate Claimed Value: This must include original vendor invoices, receipts, or historical cost records establishing the fair market value of the items at the time of the donation.

3. VALUATION OF DONATED RESOURCES
The Finance Department will calculate the offset value of donated resources based on the following standards:

- Labor: Valued at the same hourly rate (including fringe benefits) as regular employees performing the same work. If the organization does not have employees performing similar work, the rate must be consistent with those ordinarily performing the work in the same labor market.
- Equipment: Valued using the applicable FEMA Schedule of Equipment Rates.
- Materials: Valued at the current fair market value, supported by invoices or comparable market pricing at the time of the disaster.

4. RECORD RETENTION
All sign-in sheets, equipment logs, material invoices, and valuation calculations must be

compiled by the Finance Department and retained in the official disaster recovery grant file to support project formulation and subsequent state/federal audits.

Example 2 - Donated resources will be documented utilizing FDEM Florida Recovery Obligation Calculation (F-ROC) forms.

• Donated Resources Checklist (FROC-CHE-004) will be completed to ensure donated resource documentation is in adherence with FEMA PA policy.

• Donated Resources Activity Report - Daily Log (Form FROC-LOG-011) will be used to document labor, equipment, and material usage.

Department supervisors or designee will review and approve F-ROC forms for accuracy and completeness within seven days of receipt. Completed records will be transmitted to the agency's assigned grant manager every Friday for processing and integration into centralized reports.

Documentation

15. Does the Applicant have a Debris Management Plan that has been reviewed by the Florida Division of Emergency Management?

A. ☐ Yes, the Applicant has a FDEM reviewed Debris Management Plan.

B. ☐ No, the Applicant does not have a FDEM reviewed Debris Management Plan.

C. ☐ N/A - The Applicant does not plan to claim Debris Removal (CAT A) costs.

Required Documentation:
Debris Management Plan
FDEM Review Email

Best Practice

- To receive full points for this question, the Applicant must upload a debris management plan (DMP) that has been reviewed by FDEM, along with the FDEM approval email.
- If the Applicant's debris management plan has not yet been reviewed by FDEM, the Applicant will need to email their DMP to F-ROCDocs@em.myflorida.com. Once the Division reviews the plan, the Applicant will receive an email confirmation. After receiving the email confirmation, the Applicant can answer "yes" and upload both the

DMP and the confirmation email. Please note that if the Applicant is unable to have their DMP reviewed by FDEM by the DRA submission deadline, the Applicant will have an opportunity to update their selection during the Abatement period.

- ***Once your DMP is reviewed and approved by FDEM, that approval is valid for a period of three (3) years. This three-year timeframe is calculated from the date of your official FDEM confirmation email. Please keep your email on file and plan to resubmit your DMP for review before it expires.***

15a. If yes, who is responsible for internally approving the Debris Management Plan? Please provide a title.

- The Applicant should provide the job title of the staff member responsible for internally approving the DMP.

  a. ______________________________

15b. How often is the Debris Management Plan internally evaluated and/or updated?

A. ☐ Once a year
B. ☐ 1-3 years
C. ☐ 3+ years

Best Practice

- To receive full points for this question, the Applicant's documentation must state that the documentation is reviewed annually, or it must include the date of the most recent review conducted within the past year.

15c. How often are applicable employees responsible for reviewing and acknowledging the plan?

A. ☐ Once a year
B. ☐ 1-3 years
C. ☐ 3+ years

Best Practice

- The Applicant should select the option based on how often applicable employees are responsible for reviewing and acknowledging the DMP.

16. **Does the Applicant utilize a centralized system with coding that records employee type (budgeted or unbudgeted) and accounts for hours worked (straight time or overtime) as it relates to Emergency Work?**

   A. ☐ Yes, the Applicant utilizes a centralized system to account for budgeted and unbudgeted time for hours worked.

   B. ☐ No, the Applicant does not utilize a centralized system to account for budgeted and unbudgeted time for hours worked.

Required Documentation:
Screenshot of System
Time Tracking System
Payroll
System Codes Listing

Best Practice

- To receive full points for this question, the Applicant must upload a screenshot or documentation of their time tracking system. The documentation should detail pay codes specifying straight time, overtime, and whether work is regular work or emergency work. Alternatively, the Applicant could provide a payroll screenshot that includes pay codes and a listing of system codes.
- Ideally, Applicants will use special pay codes for hours related to the emergency work and these hours will tie to the claimed work hours. Some Applicants may only use notes or comments to mark emergency work hours and do not distinguish between regular hours and emergency hours; such a system will likely be considered inefficient.

- **Reference:** For permanent work, categories C-G, straight-time and overtime pay are eligible for budgeted and unbudgeted employee labor costs. For category I, straight-time pay is limited to extra hires, while overtime is eligible. For emergency work, categories A-B, straight-time labor costs for budgeted employees are generally ineligible, while overtime labor costs are eligible. However, straight time labor costs for budgeted employees are eligible pursuant to alternative procedures for debris removal, where the employee is performing eligible category A debris removal work. For unbudgeted employees performing emergency work, costs for both straight-time and overtime labor hours are eligible. (PAPPG V.5 pgs. 80 – 81)

17. Does the Applicant have a system in place to account for FEMA funds on a project-by-project basis?

A. ☐ Yes, the Applicant's accounting system does account for FEMA funds on a project-by-project basis.

B. ☐ No, the Applicant's accounting system does not account for FEMA funds on a project-by-project basis.

Required Documentation:
Screenshot of System
Journal Entries of System

Best Practice

- To receive full points for this question, the Applicant must upload a screenshot of a formal system, journal entries, an expense report, or financial statements to demonstrate how FEMA funds are being tracked. The documentation must clearly display the allocation of funds to a project and provide a record of the funds being disbursed.

- **Reference:** Federal regulations (2 CFR 200.302 and 44 CFR 206.205) require recipients and subrecipients to maintain a system that accounts for FEMA funds on a project-by-project basis. The system must disclose the financial results for all FEMA-funded activities accurately, currently, and completely. It must identify funds received and disbursed and reference source documentation (i.e., canceled checks, invoices, payroll, time and attendance records, contracts, etc.)

18. Does the Applicant have written policies and procedures that outline routine maintenance schedules to include documentation requirements for facilities within their jurisdiction (related to CAT B Mold Remediation)?

A. ☐ Yes, the Applicant has written policies and procedures that outline routine maintenance schedules to include documentation requirements for all facilities within their jurisdiction.

B. ☐ No, the Applicant does not have written policies and procedures that outline routine maintenance schedules to include documentation requirements for facilities within their jurisdiction.

C. ☐ N/A, the Applicant does not own and is not responsible for facility maintenance in their jurisdiction.

Required Documentation:
Maintenance Procedures
Lease Agreement

Best Practice

- To receive full points for this question, Applicants must upload written policies or procedures that detail routine maintenance schedules. These should include:
    - Documentation requirements (to include retention schedule) for facilities within their jurisdiction.
    - Process outlining roles and responsibility of who, how, and when staff are required to conduct routine maintenance on the facilities.
- If the Applicant selects option C, the Applicant must upload a leasing agreement detailing who is responsible for the facility maintenance.

- **Reference:** Applicants must clearly define impacts and damage caused by the declared incident and separate them from any impacts or damage not caused by the declared incident. Applicants must also separate any work or costs associated with addressing impacts or damage not caused by the declared incident. (PAPPG V.5 pg. 63)
- **Reference:** For mold remediation to be eligible, mold must not be a result of poor facility maintenance or failure to take protective measures to prevent the spread of mold in a reasonable time after the incident. (PAPPG V.5 pg. 163)

Sample Language:
Maintenance Procedures (Part 1 of 2)

"XXXX" is a work order and asset management system that the entity's Facilities Construction and Management utilizes to record tasks to buildings throughout the entity. Requestors can submit a task, via an online portal, for specific buildings if work needs to be done. Work can include repairs, new construction, damages, preventative maintenance, corrective maintenance, move-add-change requests, etc.

Trades workers completing these tasks are given a task with facility information, requestor information and service requested. Once the task is complete, trades workers will submit the following information for the task to be documented in "XXXX":

- Employee providing the labor and number of hours spent working on the task,

- Materials used on the job, i.e., non-stock materials, warehouse materials, petty cash, etc.),
- If work is contracted out, vendor invoices are to be provided,
- Vehicle number and hours used on the job (if task is disaster related),
- Trades notes explaining what work was completed and other pertinent information.

Preventative Maintenance - Facilities Construction and Management also uses "XXXX" to implement a preventative maintenance (PM) program. Assets are set up on a monthly, quarterly, or annual basis for inspection. Some assets have different inspection timeframes and are listed on the PM. Trades workers are assigned PM's and they are required to inspect the asset based on a predetermined set of criteria. Once the inspection is complete, the PM task is either marked as completed or if deficiencies were found during the PM repairs will be made. Once the PM task is marked as complete in "XXXX", this serves as acknowledgment that the trades worker completed the PM based on the criteria assigned to that asset.

Sample Language:
Maintenance Procedures (Part 2 of 2)

SERVICES:

Building Inspections - Annual Inspection: In order to proactively maintain the entity's building infrastructure, Facilities' staff conducts an annual visual inspection of each facility.

During this thorough inspection a checklist is used and photos may be taken to document the condition of each component of the building's exterior, interior, plumbing, electrical, fire/safety systems, and parking lot areas. Staff then uses the data they've collected to prioritize a listing of needs, if any, for each facility and those needs are added to the facility's 3-year plan in order of priority. The annual visual inspection serves dual purposes; it assists in the determination of any critical maintenance or repair needs and it is used as a tool to aid in the estimation of each facility's annual maintenance & repair and/or special project budget. Once the maintenance/repair work is prioritized its cost is estimated. That estimation is added together with any other department requested "special project" and used in the calculation of each facility's budget planning for the upcoming fiscal year. For this reason, the annual building inspections typically commence in January and are completed prior to the entity's annual budget kick-off meeting.

Routine Inspections - Facilities Management Technicians perform a routine visual inspection of a facility during repair and/or maintenance visitations. While onsite, technicians will make note of any obvious signs of needed maintenance to include lighting issues, plumbing drips or leaks, and other discernable signs of repair or maintenance needs.

Building Maintenance & Repair - Reactive maintenance and/or emergency repairs are performed when the need is discovered during the performance of a routine inspection or based on concerns witnessed and documented during the performance of a facility's annual inspection. Any needs discovered during an inspection are addressed within a work order (sometimes referred to as a "task"). The specific details are entered into Facilities' computerized maintenance management software (CMMS) and a technician or contractor is scheduled to complete the repair(s).

Requesting Maintenance or Repairs - Requests for maintenance and/or emergency repairs may also be reported to Facilities Management by a department/division through their office's Facilities liaison or the liaison's alternate.

Maintenance Records & Retention - All maintenance and repairs, including preventative maintenance, are systematically recorded/documented within the entity's database. Maintenance and repair records include specific data for each event including a detailed description of all service(s) needed and performed, the contractor or person(s) providing/preforming each service, a monetary record of all parts and equipment procured and/or services provided, and includes labor logs detailing any/all work performed by the entity's staff. Records are stored in a highly secured cloud-based server for an indefinite period of time or until they are obsolete.

Preventative Maintenance - In House Preventative Maintenance (PM): Completed by Facilities Management technicians via assigned tasking and scheduled through our computerized maintenance management software (CMMS), OPENGOV Asset Management aka "Cartegraph" at the following intervals:

HVAC Air Handlers: Serviced Quarterly - Unit checked for noise or vibration, filters changed, drain/cleaning of condensate pans, lubricate/grease motor and blower bearings, check belt/pulley operations, and inspection of wiring, connections, and bypass valve.

HVAC Condensers: Serviced Bi-Annually - Unit cleared of any vegetation and other ventilation obstructions, coils cleaned and flushed, fins are brushed to remove dirt and debris and combed to straighten as necessary.

Electrical Generators: Serviced Monthly - unit is started and ran briefly, checked for warnings and/or alarms, fuel/fluid levels are verified and the unit is inspected for fluid leaks.

Contracted Preventative Maintenance (PM) - Completed according to the specifications outlined within the respective contract for each vender and based on the type of equipment being serviced. Due to contract term limits, venders and/or levels of service may change with each new contract award. Current Contracted PMs are performed as follows:

Boilers - One (1) annual inspection and three (3) quarterly inspections consisting of the following:

Annual Inspection: A thorough 25+ point inspection of all components and systems of the boilers to include the starters, motors, meters, glass, pipes, hoses, tanks, fans, valves, etc. Includes cleaning, brushing, lubricating, etc. and in accordance with the current contract between the vender for this specific service and the entity.

Quarterly (Operational) Inspections: Includes a visual inspection for condition and proper operation of the components within, all lubricants and coolants are checked, settings and limit controls are checked all in accordance with the current contract between the vender for this specific service and the entity.

HVAC - Service levels and frequency of service are dependent on the equipment type. Equipment covered under the current contract(s) receive these services at the following intervals in accordance with the current contract between the vender and the entity:

Air Handler Units (AHU) - Quarterly services: Includes visual equipment inspection, lock out tag out, remove access panels or open access doors, supply fan belt inspection, condensate inspection, reinstall access panels or close access doors, remove lock out tag out, and return unit to normal operation.

Annual Service - Replace fan belts

18a. If yes, who is responsible for internally approving the maintenance policies and procedures? Please provide a title.

a. ____

Best Practice

- The Applicant should provide the job title of the staff member responsible for internally approving the maintenance policies and procedures.

18b. How often are these policies and procedures evaluated and/or updated?

A. ☐ Once a year

B. ☐ Every 1-3 years

C. ☐ 3 + years

Best Practice

- To receive full points for this question, the Applicant's documentation must state that the documentation is reviewed annually, or the documentation must include the date of the most recent review conducted within the past year.

18c. How often are applicable employees responsible for reviewing and acknowledging the policies and procedures?

A. ☐ Once a year

B. ☐ Every 1-3 years

C. ☐ 3 + years

Best Practice

- The Applicant should select the option based on how often applicable employees are responsible for reviewing and acknowledging their maintenance procedures.

19. Does the applicant have an active insurance policy covering their facilities?

A. ☐ Yes, the Applicant has an active insurance policy covering their facilities.

B. ☐ No, the Applicant does not have an active insurance policy covering their facilities.

C. ☐ N/A - the Applicant does not own facilities, or operates out of leased facilities where insurance is maintained by the owner.

Required Documentation:
Insurance Policy
Lease Agreement

Best Practice

- If the Applicant selects Option A, the Applicant must upload an insurance policy and verify that the detailed per-event deductible for each facility is included in the policy documentation.
- If the Applicant selects Option C, the Applicant must upload a lease agreement detailing any specific insurance requirements. If the Applicant does not own the facility and does not have legal responsibility for the building, they are not eligible to claim a project for that facility.
- To ensure your organization is fully prepared and compliant, we highly recommend adhering to the following best practices:
    - ➢ Maintain Active Coverage: Proactively insure your property against natural disasters.

- Organize Documentation: Keep all critical insurance documents readily accessible for easy reference. This includes your Schedule of Values, master policies, and any policy endorsements.
- Understand FEMA PA Requirements: Be aware that if you accept FEMA Public Assistance funds, you are legally required to obtain and maintain insurance on the damaged facility in the amount of the eligible damage.
- Questions?
  If you have any insurance policy questions relating to the Public Assistance Program, please reach out to: insurance.PA@em.myflorida.com

- **Reference:** Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

  1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.

  2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds (FP-206-086-1, VI, Part 2, p.8-10).

19a. If an active insurance policy is maintained, does it include a Schedule of Values (SOV) detailing the insured facilities?

A. ☐ Yes, the Applicant has a Schedule of Values (SOV) specifically detailing the insured facilities.

B. ☐ No, Applicant does not have a Schedule of Values (SOV) specifically detailing the insured facilities.

Required Documentation:
Insurance Policy
Schedule of Values

Best Practice

- If the Applicant selects Option A, they must upload an insurance policy or similar documentation that includes a schedule of values.

19b. If no, the applicant may have a blanket policy where coverage is limited by hazard (e.g., Named Windstorm) rather than by individual facility. Please refer to the insurance policy documents to identify and provide your blanket policy limit below.

a. ______________________________

Best Practice

- If the Applicant selects Option B for Question 19a, the Applicant must provide the blanket policy amount where coverage is limited by hazard (e.g., Named Windstorm) rather than by individual facility.

20. Does the Applicant have obtain and maintain insurance requirements on any of their facilities within their jurisdiction? *If yes, please upload a listing with the facility address, O&M amount, and the Hazard Insured Against.

A. ☐ Yes, the Applicant has obtain and maintain insurance requirements on their facilities within their jurisdiction.

B. ☐ No, the Applicant does not have obtain and maintain insurance requirements on their facilities within their jurisdiction.

C. ☐ N/A, the Applicant does not own or maintain any facilities within its jurisdiction.

Required Documentation:
Obtain and Maintain Facilities Listing
Lease Agreement

Best Practice

- If the Applicant selects Option A, they must upload an Obtain and Maintain (O&M) facilities listing.
- If the Applicant selects Option C, the Applicant must upload a lease agreement detailing any specific insurance requirements. If the Applicant does not own the facility and does not have legal responsibility for the building, they are not eligible to claim a project for that facility.
- To ensure your organization is fully prepared and compliant, we highly recommend adhering to the following best practices:
    - Maintain Active Coverage: Proactively insure your property against natural disasters.

- Organize Documentation: Keep all critical insurance documents readily accessible for easy reference. This includes your Schedule of Values, master policies, and any policy endorsements.
- Understand FEMA PA Requirements: Be aware that if you accept FEMA Public Assistance funds, you are legally required to obtain and maintain insurance on the damaged facility in the amount of the eligible damage.
- Questions?
  If you have any individual insurance policy questions relating to the Public Assistance Program, please reach out to: insurance.PA@em.myflorida.com

- **Reference:** A. The Requirement to Obtain and Maintain Insurance. When FEMA provides an applicant assistance for permanent work to replace, restore, repair, reconstruct, or construct a facility, the applicant must insure that facility against future loss. FEMA refers to this as the requirement to "obtain and maintain" insurance, or the "insurance requirement".

  1. By law, applicants must comply with this requirement as a condition of FEMA assistance.

  2. FEMA applies this requirement to buildings, contents, equipment, and vehicles.

  3. FEMA does not require applicants to obtain and maintain insurance for temporary facilities. (FP-206-086-1, VI, Part 1, p.3-8)

20a. Has the Applicant met all specified insurance requirements for those facilities?

A. ☐ Yes, the Applicant has met all specified insurance requirements for those facilities.

B. ☐ No, the Applicant has not met all specified insurance requirements for those facilities.* Please submit an inquiry to insurance.pa@em.myflorida.com to request an Insurance Commissioner's Certification (ICC).

Required Documentation:
Insurance Commissioner's Certification

Best Practice

- Disclaimer Note: If the Applicant selects option A and acknowledges that they have met their obtain and maintain (O&M) insurance requirements, the Applicant is also acknowledging that those insurance amounts will be reduced from any projects containing the associated facilities.
- It is best practice for an applicant to maintain their own obtain and maintain insurance requirement list with the facility address, O&M amount, and the Hazard Insured Against; however, if an applicant doesn't have this list, they can reach out to insurance.pa@em.myflorida.com for a copy.

- **Reference:** FEMA will not require greater types and amounts of insurance than are certified as reasonably available, adequate, or necessary by the appropriate State insurance commissioner. The State insurance commissioner cannot waive Federal insurance requirements, but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility. (FP-206-086-1, VI1, Part 1, E, p.6-7)

21. Does the Applicant have a pre-determined list of all the locations of the Applicant's temporary reduction sites and permanent disposal sites that has been authorized by the Florida Department of Environmental Protection (FDEP)?

A. ☐ Yes, the Applicant's pre-determined list has been approved by the Florida Department of Environmental Protection.

B. ☐ No, the Applicant does not have pre-determined list approved by the Florida Department of Environmental Protection.

C. ☐ N/A, the Applicant does not claim Debris Removal (CAT A) costs.

Required Documentation:
Map or document showing location of temporary reduction sites and permanent disposal sites
Permits for reduction and disposal sites
Approval from the Florida Department of Environmental Protection for their temporary reduction sites and permanent disposal sites
Debris Management Plan

Best Practice

- To receive full points for this question, the Applicant must upload the approval from the Florida Department of Environmental Protection for their temporary reduction sites and permanent disposal sites.

- **Reference:** Applicants are responsible for permits and compliance with federal, state, Tribal Nation, and territorial requirements. The Applicant needs to work with the disaster EHP staff to gain clarity on compliance requirements and permits for debris-related operations. Upon completion of debris removal, recycling, and disposal, site remediation may be necessary at staging sites and other impacted areas. (PAPPG V.5 pg. 238).

Procurement

22. Does the Applicant have a written procurement policy in compliance with FEMA PA Standards?

A. ☐ Yes, the Applicant has a written procurement policy in compliance with FEMA PA standards.

B. ☐ No, the Applicant does not have a written procurement policy in compliance with FEMA PA standards.

Required Documentation:
Procurement Policy

Best Practice

- To receive full points for this question, the Applicant must upload a procurement policy in compliance with FEMA PA standards.

- **Reference:** The recipient and subrecipient must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award. (2 C.F.R. § 200.320 & 2 C.F.R. § 200.318 (a))

22a. If yes, does the Applicant's procurement policy have procurement thresholds?

A. ☐ Yes, the Applicant's procurement policy has procurement thresholds.

B. ☐ No, the Applicant's procurement policy does not have procurement thresholds.

Best Practice

- To receive full points for this question, the Applicant's procurement policy must clearly define and include procurement threshold amounts within the document.

Sample Language:
Purchasing Thresholds

The first threshold is $4,999 or less, where the requesting department may select the vendor and obtain pricing information. This threshold does not require competitive soliciting or competitive price or rate quotations and can be compared to the micro purchase procedure.

The second threshold is $5,000 - $34,999.99, which can be compared to a small purchase procedure defined in 2 CFR 200.320. Any purchase within this threshold requires an Informal Request for Quotation, a price comparison/tabulation, and three (3) written responses to the quotes from the vendor.

The third threshold is $35,000 - $99,999.99. This threshold requires a formal Request for Quotation and the requesting department must provide sufficient information on the products or services.

On page 44 and 45, the formal threshold is defined as purchases for materials and/or services equal to $100,000 and are subject to the formal solicitation process

22b. If yes, are the Applicant's purchasing thresholds stricter than or equal to the federal thresholds noted in 2 C.F.R. § 200.320?

A. ☐ Yes, the Applicant's purchasing thresholds are stricter than or equal to the federal thresholds.

B. ☐ No, the Applicant's purchasing thresholds are not stricter than or equal to the federal thresholds.

Procurement Method 2 CFR §200.320	Threshold
Micro-purchase	Up to $15,000
Simplified Acquisitions	Up to $350,000
Formal Procurement	$350,000 or more
Non-competitive Proposals	Appropriate only when these circumstances apply: • The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section); • The procurement transaction can only be fulfilled by a single source; • The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation; • The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or • After soliciting several sources, competition is determined inadequate. •

Best Practice

- It is recommended and considered best practice for the Applicant's procurement thresholds to be stricter than or equal to the federal thresholds noted in 2 C.F.R. § 200.320. Please refer to the chart above for federal thresholds.

23. Does the Applicant have written procurement procedures that ensure all solicitation documents include a clear description of the need for the goods or services being procured (scope of work)?

A. ☐ Yes, the Applicant's written procurement policy includes a clear description of the need for the goods or services being procured.

B. ☐ No, the Applicant's written procurement policy does not include a clear description of the need for the goods or services being procured.

Required Documentation:
Procurement Policy

Best Practice

- To receive full points for this question, the Applicant's policy must outline the procurement process for goods and services, including procedures that require a scope of work in the solicitation. The scope of work should clearly state the description of the work being performed.

- **Reference:** Solicitations must incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. These descriptions enable potential contractors to understand the requirements and prepare sound proposals to satisfy those requirements (PUGPG pg. 56, 2 C.F.R 200.319 (d) (2)).

Sample Language:
Scope of Work

WRITING SPECIFICATIONS – INVITATION TO BID

1. Solicitations must include specifications that are clear, accurate, and complete. Unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders or proposals are prohibited. The solicitation should include all documents, whether attached or incorporated by reference that are elements of the specifications and requirements for the solicitation.

2. Specifications are a written description of needed supplies, equipment or services clearly and concisely set out in the solicitation along with other material elements of the particular project.

23a. If yes, who is responsible for implementing and monitoring solicitation documents to ensure that there is a clear description of the need for the goods or services being procured (scope of work)? Please provide a title.

a. ________________________________

Best Practice

- The Applicant should provide the job title of the staff member responsible for implementing and monitoring solicitation documents to ensure that there is a clear description of the need for the goods or services being procured (scope of work).

24. Does the Applicant maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts in compliance with 2 CFR 200?

A. ☐ Yes, the Applicant does maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in contract selection and administration.

B. ☐ No, the Applicant does not maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in contract selection and administration.

Required Documentation:
Procurement Policy

Best Practice

- To receive full points for this question, the Applicant's policy must include written, documented standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts, in compliance with 2 CFR 200.

- **Reference:** FEMA expects a recipient or subrecipient, when contracting under a FEMA award, to ensure that procurement transactions are conducted impartially and without preferential treatment. The regulations require local governments and nonprofits to have written standards of conduct covering conflicts of interest and governing the actions of employees engaged in the selection, award, and administration of contracts. These standards must include disciplinary actions for violations of the standards of conduct.. (*PUGPG pg. 26*, 2 C.F.R 200.318 (c) (1)).

Sample Language:
Conflicts of Interest

CODE OF ETHICS AND CONDUCT

All employees are required to maintain high standards of ethics and conduct. Purchasing officials shall strive to maintain complete independence and impartiality in dealings with vendors to preserve the integrity of the competitive process and to ensure there is public confidence that Purchase Orders and contracts are awarded equitably and economically.

Each employee involved in purchasing shall read and follow the requirements of Chapter

112, Part III, Florida Statutes

(a) For the purpose of this section:

1. "Restricted individuals" are county reporting individuals within the meaning of section XXXX and employees and agents of the County that would otherwise meet the definition of a procurement employee within the meaning of section XXXX.

2. "Immediate family" means any parent, spouse, child, sibling, or domestic partner of a restricted individual.

3. "Employer" means any business or organization which employs a restricted individual or their immediate family in a managerial capacity, or any business or organization for which a restricted individual or their immediate family serves as an officer, director, partner or similar capacity. It shall not include a nonprofit organization for which a restricted individual or their immediately family serves as an officer or director without compensation.

4. "Conflict of interest" means a circumstance in which any restricted individual, any member of his or her immediate family, or any employer of the foregoing, shall be financially interested or have any personal beneficial interest, directly or indirectly, in any purchase or contract of any supplies, materials, equipment, or services used by or furnished for the county.

(b) Restricted individuals shall recuse themselves from the selection, award, or administration of any County procurement in which they have a conflict of interest and shall disclose to their supervisor the nature of the conflict of interest. Restricted

individuals who are appointed or elected public officials shall disclose their conflict of interest on the Commission on Ethics forms promulgated for such purpose.

(c) Restricted individuals and their immediate family are prohibited from accepting or receiving from any County vendor or lobbyist any money, rebate, gift or anything of value or any promise, obligation or contract for future reward of compensation.

(d) Notwithstanding the foregoing, with respect to restricted individuals who are only restricted individuals because of their appointment to a county board without

24a. If yes, who is responsible for updating and monitoring the standards of conduct? Please provide a title.

a. ___________________________________

25. Does the Applicant have a written process in place to document its determination that a prospective contractor qualifies as responsible, as well as its basis for such determination in compliance with 2 CFR 200? (Responsible vendor is defined as such with contract integrity, compliance with public policy, record of past performance and financial and technical resources.)

A. ☐ Yes, the Applicant does have a written process in place to document its determination that a prospective contractor qualifies as responsible and the basis for such determination.

B. ☐ No, the Applicant does not have a written process in place to document its determination that a prospective contractor qualifies as responsible and the basis for such determination.

Required Documentation:
Procurement Policy
Bid Evaluation

Best Practice

- To receive full points for this question, the Applicant must upload a written process detailing how they determine whether a prospective contractor qualifies as responsible, including the basis for such determination. Additionally, the Applicant can upload a bid evaluation scorecard, score sheet, or any other evaluation documents to demonstrate that they have verified the vendor's qualifications or conducted due diligence.
- In an invitation to bid process, the County may consider the following factors in addition to price when determining whether a vendor is responsible, and a bid is responsive:
    - Ability, capacity and skill of the vendor to perform the contract.
    - Whether the vendor can perform the contract within the time specified, without delay, interference, or conflict with current workload.
    - Character, integrity, reputation, judgment, experience and efficiency of the Vendor.
    - Quality of performance of previous engagements.

- Previous and existing compliance by the vendor with laws and regulations relating to the contract.
    - Sufficiency of the financial resources and ability of the Vendor to perform the contract or provide the commodity, service or construction.
    - Quality, availability and adaptability of the commodities, services or construction to the particular use required.
    - Ability of the vendor to provide further maintenance and service for the use of the subject of the contract.
    - Number and scope of conditions attached to the Bid.
    - Qualifications of vendor, licensing and corporate qualifications.
    - Evidence of negative litigation history.
    - Use of one or more subcontractors with a record of poor performance
- It is recommended that this documented process should include:
    - An analysis of the Contractor's Integrity
    - An analysis of the Contractor's past and current compliance with public policies such as Equal Opportunity and non-discrimination laws; and Applicable prevailing wage laws.
    - A review of System of Award Management (SAM.gov) to ensure the contractor is not debarred or suspended.

- **References:** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. (2 C.F.R. § 200.318(h))

  Local governments and nonprofits must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract.58 FEMA requires local governments and nonprofits to document their determination that a prospective contractor qualifies as responsible, as well as its basis for such determination. In making a contractor responsibility determination, local governments and nonprofits must consider such matters as contractor integrity, public policy compliance, proper classification of employees, past performance record, and financial and technical resources when conducting a procurement transaction (PUGPG pg. 34).

Sample Language:
Responsible Vendor

RESPONSIBLE RESPONDENT

An individual or business which has submitted a bid, offer, proposal, quotation, or response which, as determined by the county, has the capability in all respects to perform fully the contract requirements and the experience, integrity, reliability and capacity, facilities, equipment and credit which give reasonable assurance of good faith and performance. The county may also consider and give weight to the respondent's previous conduct and performance under previous contracts with the county and other agencies (including but not limited to delinquency) and determine the quality of the respondent's previous work. County staff may, after bid opening, request additional information from the respondent concerning his ability to perform; and the respondent may voluntarily, after opening, provide additional or corrective information concerning his responsibility as respondent.

In an Invitation to Bid process, the County may consider the following factors in addition to price when determining whether a Vendor is Responsible and a Bid is Responsive:

a. Ability, capacity and skill of the Vendor to perform the Contract.

b. Whether the Vendor can perform the Contract within the time specified, without delay, interference, or conflict with current workload.

c. Character, integrity, reputation, judgment, experience and efficiency of the Vendor.

d. Quality of performance of previous engagements.

e. Previous and existing compliance by the Vendor with laws and regulations relating to the Contract.

f. Sufficiency of the financial resources and ability of the Vendor to perform the Contract or provide the Commodity, or Service or Construction.

g. Quality, availability and adaptability of the Commodities, or Services or Construction to the particular use required.28

h. Ability of the Vendor to provide further maintenance and Service for the use of the subject of the Contract.

i. Number and scope of conditions attached to the Bid.

j. Qualifications of Vendor, licensing and corporate qualifications.

k. Evidence of negative litigation history.

l. Use of one or more subcontractors with a record of poor performance

25a. If yes, who is responsible for the oversight of the determination process? Please provide a title.

- The Applicant should provide the job title of the staff member responsible for the oversight of the determination process.
    a. ________________________________

26. Does the Applicant have a written process of maintaining records sufficient to detail the history of a procurement in compliance with 2 CFR 200?

A. ☐ Yes, the Applicant has a written process of maintaining records sufficient to detail the history of a procurement.

B. ☐ No, the Applicant does not have a written process of maintaining records sufficient to detail the history of a procurement.

Required Documentation:
Internal Controls/Procedures

Best Practice

- To receive full points for this question, the Applicant must upload internal controls or written procedures detailing their process for maintaining records to document the history of procurement, including, but not limited to:
    - Making the solicitation/advertisement public.
    - Developing notice of award documentation.
    - For sealed bid proposals, ensuring the vendor awarded the fixed fee contract was the lowest, most responsive, and qualified bidder, or creating a cost analysis.
    - Providing explanations if the selected vendor is not the lowest, most responsive, or qualified bidder.
    - Confirming all required documentation was provided by responding vendors and used in the evaluation of proposals.
    - Addressing cost-specific information in the proposal or contract.
    - Ensuring responses to the request by vendors are appropriate.

- **Reference:** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price. (PUGPG pg. 37, 2 C.F.R. § 200.318(i))

Sample Language:
Records Detailing History of Procurement

GRANT FILE MANAGEMENT

Files associated with a grant award must maintain a file structure that includes the important documents that chronicle the application, receipt of the award, and all management related documents and correspondence through award close out. The County's standard grant file structure is outlined below.

Files should have clear separations between different fiscal years. Original files must be maintained for each grant based on grantor agency requirements, including retention period and method (paper or electronic copy). The County's centralized electronic file system for grants should be used unless otherwise directed by the funding entity.

a. Proposal Submission

- Proposal guidelines and supporting legislation
- Copy of the original submitted application
- Information and data used in preparation of and support of the grant proposal
- Public hearing notices and meaningful public comment
- Any correspondence related to the proposal

b. Award

- Grant award letter with budget and special conditions
- Agenda item
- Grant amendments, modifications, extensions, cancellations, and terminations and correspondence related to the award

c. Financial

- Account setup documents
- Purchase orders
- Invoices
- Grantor approval for items such as budget reallocation, changes to scope, procurement, and contractor selection
- Performance and fiscal reports on grant activities

- Personnel time and effort worksheets

d. Contracts

- Debarment forms
- Lobbying forms
- Non-collusion forms
- Executed contracts

e. Reports

- All reports to grantor – progress, technical, quarterly, annual, final, etc.
- Evaluation forms and data
- Compliance monitoring reports from desk audits or on-site visits
- Project Closeout documents
- Any other relevant communication with grantor

f. Subrecipient Documents (if applicable)

- Subrecipient risk assessment documentation
- Subrecipient contract
- All site visit documentation
- Any subrecipient correspondence
- All financial, legal and procurement records related to the subrecipient's execution of the grant funded project

g. All other pertinent or necessary information to show compliance with the award terms and conditions

26a. If yes, who is responsible for maintaining these records? Please provide a title.

- The Applicant should provide the job title of the staff member responsible for maintaining these records.

    a. ______________________________

27. Does the Applicant have a written method for conducting their technical evaluations of proposals received and for selecting offerors in compliance with 2 CFR 200?

A. ☐ Yes, the Applicant has a written method for conducting their technical evaluations of the proposals received and for selecting offerors.

B. ☐ No, the Applicant does not have a written method for conducting their technical evaluations of the proposals received and for selecting offerors.

Required Documentation:

Bid Tabulation Criteria

Best Practice

- To receive full points for this question, the Applicant must upload a bid tabulation document that includes the criteria outlined in their procurement policy. This document should detail the criteria used when conducting technical evaluations of proposals received and for selecting offerors.
- Technical criteria will vary among Applicants and should be outlined in the Applicant's procurement policy. Criteria could consist of the following.
    - Vendor’s compliance with the request for proposal
    - Vendor’s experience, qualifications, existing contracts, and references
    - Vendor’s Methodology, technical plan, and approach
    - Vendor’s cost proposal

- **Reference:** The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections. Local governments and nonprofits must have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects local governments and nonprofits to consider all evaluation factors specified in its solicitation documents and evaluate offers only on the evaluation factors included in the solicitation documents. (PUGPG pg. 81, 2 C.F.R. 200.320(b)(2)(ii))

Sample Language: Technical Evaluations

EVALUATION

The following language shall be used in its substantial form in solicitations where evaluations are required. The solicitation document shall specify evaluation procedures.

A. The County Manager or designee shall determine the Evaluation Committee that will best serve the needs of the County.

B. Membership of all Evaluation Committees shall be approved by the County Manager or designee.

C. Public Meetings shall be in accordance with Florida Statute 286.011. The Chairperson shall be responsible to provide the Purchasing Department with all meeting information (date, time, location, and reason for meeting) no less than 96 hours in advance of any scheduled meeting, excluding holidays and weekends. The Purchasing Department will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Purchasing Department and on the **** website. The Chief Procurement Officer shall develop and implement Evaluation Committee procedures to ensure compliance with public meeting requirements.

D. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.

E. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.

F. The initial ranking of proposals is based upon the weighted criteria in the solicitation.

G. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Manager, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.

H. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

I. Final Ranking. The Evaluation Committee shall use the ordinal process rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be forwarded to the County Manager or Board, as appropriate, for approval prior to beginning contract negotiations.

Selection Committee XXXXXX XXXXXX XXXXXX XXXXXX	A Compliance with Request for Proposals	A Respondents Experience, Qualifications, Existing Contracts and References	B Methodology, Technical Plan and Approach	C Cost Proposal	TOTAL	RANKING
Vendors:	0-10	0-30	0-30	0-30	100	
						1
xxxxx						2
xxxxx						3
xxxxx						4
xxxxx						5
xxxxx						6
xxxxx						7
xxxxx						8
xxxxx						9
xxxxx						10
xxxxx						11
xxxxx						12

27a. If yes, who is responsible for overseeing the technical evaluations of Emergency Management proposals? Please provide a title.

a. ________________________________

Best Practice

- The Applicant should provide the job title of the staff member responsible for overseeing the technical evaluations of the Emergency Management proposals.

28. Does the Applicant have written procedures in place to promote the engagement and contracting of minority firms, small businesses, women's business enterprises, veteran-owned businesses and Labor Surplus Area (LSA) firms in compliance with 2 CFR 200?

A. ☐ Yes, the Applicant has written procedures in place to promote the engagement and contracting of minority firms, small businesses, women's business enterprises, and LSA firms.

B. ☐ No, the Applicant does not have written procedures in place to promote the engagement and contracting of minority firms, small businesses, women's business enterprises, and LSA firms.

Required Documentation:
Procurement Policy
Example operating procedure evidencing steps taken such as existing procurement policies, selection memos, RFQs.

Best Practice

- To receive full points for this question, the Applicant's procurement policy or other documentation must include written procedures to promote the engagement and contracting of minority firms, small businesses, women's business enterprises, veteran-owned businesses, and Labor Surplus Area (LSA) firms.

- **Reference:** When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered.

  Conducting the following steps to ensure the use of small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms when possible:

  - Place such organizations that are qualified on solicitation lists;
  - Ensure such organizations are solicited whenever they are potential sources;
  - Divide total requirements, when economically feasible, into smaller tasks or quantities;
  - Establish delivery schedules, where the requirement permits, encouraging its participation;
  - Use the services and assistance, as appropriate, of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce; and,
  - Require prime contractor to conduct the above steps if subcontracting (PAPPG V.5 pg. 94, 2 C.F.R § 200.321(a))

Sample Language:
Minority & Women-Owned Business Enterprises

SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS:

The County does not discriminate on any basis within its procurement and contracting process and actively encourages the participation of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. Within the limits of the Federal Constitution, the County will consider a firm's certified status in these categories, as well as the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process. Interested and certified small, minority, women-owned, and veteran-owned business enterprises are strongly encouraged to respond.

County Procedures:

In accordance with County procedures and Federal guidance, when possible, the County will ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see the U.S. Department of Labor's list) are considered as set forth below.

1. Ensuring these business types are included on formal solicitation lists;
2. Assuring that these business types are solicited whenever they are deemed eligible as potential sources;
3. Dividing procurement transactions into separate procurements, when economically feasible, to permit maximum participation by these business types;
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring a prime contractor under a Federal award to apply this section and these affirmative steps to all subcontracts

29. **Does the Applicant have written internal controls in place to perform a cost or price analysis before executing work or leveraging procured contracts that are of a dollar value greater than the Simplified Acquisition Threshold (SAT) (currently defined at $350,000) in compliance with 2 CFR 200? Exceed*ing the SAT can occur as a result of a proposed contract modification or increases in the contract amount.***

   A. ☐ Yes, the Applicant has written internal controls in place to perform a cost or price analysis before executing work or leveraging procured contracts that are of a dollar value greater than the Simplified Acquisition Threshold (SAT).

   B. ☐ No, the Applicant does not have written internal controls in place to perform a cost or price analysis before executing work or leveraging procured contracts that are of a dollar value greater than the Simplified Acquisition Threshold (SAT).

   C. ☐ N/A, the Applicant is a State Agency.

Required Documentation:
Internal Controls
Cost or Price Analysis Procedures

Best Practice

- To receive full points for this question, the Applicant must upload a document that includes written procedures or internal controls for developing independent estimates before executing work or leveraging procured contracts that are of a dollar value greater than the Simplified Acquisition Threshold (SAT) (currently defined at $350,000).

- **Reference**: The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals. (PUGPG pg. 110, 2 C.F.R. § 200.324 (a))

Sample Language:
Cost or Price Analysis

Contract Cost and Price - For every procurement in excess of $150,000, including contract modifications or change orders greater than $150,000, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the CONSULTANT/CONTRACTOR/VENDOR, the CONSULTANTS/CONTRACTORS/VENDORS investment, the amount of subcontracting necessary, the quality of the CONSULTANTS/CONTRACTORS/VENDORS record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used

30. Does the Applicant have written procedures addressing emergency/exigent (non-competitive) procurement in compliance with 2 C.F.R. 200.320?

A. ☐ Yes, Applicant has written procedures addressing emergency/exigent (non-competitive) procurement.

B. ☐ No, the Applicant does not have written procedures addressing emergency/exigent (non-competitive) procurement.

Required Documentation:
Procurement package for a vendor engaged under emergency/noncompetitive procurement
Documentation of exigent circumstances should be available.
Emergency procurement Memorandums
Procurement Policy

Best Practice

- To receive full points for this question, the Applicant must upload documentation that includes written procedures addressing emergency/exigent (non-competitive) procurement in compliance with 2 C.F.R. 200.320.

- **Reference:** FEMA reimburses reasonable costs incurred under a contract procured through a noncompetitive proposal, also referred to as sole-source, only when one or more of the following circumstances apply:
  - The item is only available from one source;
  - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (this exception to competitive procurement is only for work specifically related to the circumstance and only while the circumstances exist. Therefore, Applicants need to immediately begin the process of competitively procuring similar goods and services and transition to a competitively procured contract as soon as the circumstances cease to exist);
  - FEMA or the recipient expressly authorizes a noncompetitive proposal in response to a written request from the Applicant; or,
  - After solicitation of several sources, competition is determined inadequate. In instances where Applicants submit cost claims based on noncompetitive bids or contracts, time-and materials contracts, or cost-plus-percentage-of-cost or percentage-of-construction contracts, FEMA will review the project for reasonable cost and procurement and contracting compliance.

  (PAPPG V.5 pg. 96 – 97, 2 C.F.R. § 200.320 [c])

Sample Language:
Emergency Procurement

Example 1 - Departments shall document any procurements exempted from the mandatory bid requirements in the event of an emergency, because the circumstances of the delay incident in complying with such requirements would be detrimental to the health, safety and welfare of the citizens of the county; such emergencies shall include, but are not limited to, war, declared or undeclared; insurrection; hurricane; flood; tornadoes or any other form of disaster or unforeseen circumstances threatening destruction of life or damage to property. This exemption shall be in effect through any such circumstances, including the clean-up and repair of property following such an event. Departments are responsible for understanding additional requirements for Federal and/or State reimbursements related to emergency purchases.

Example 2 - Emergency procurements are authorized by Section XXXX of the Procurement Code. XXXX.

An emergency procurement is defined as a purchase made due to an unexpected and urgent situation where health and safety or the conservation of public resources is at risk. Threshold purchasing category requirements are waived in the event of an emergency procurement. Emergency procurements will be made with such competition as is reasonable under the circumstances. Whenever feasible, local businesses shall be contacted to provide emergency products or services.

Notification of Emergency Need

1. Working Hours (Monday – Friday 8:00 a.m. – 5:00 p.m., excluding County recognized holidays):

a. The Procurement Official must be notified by a Department Director of the need for an emergency procurement by phone or email as soon as practical after the situation is discovered. The Department Director must advise the appropriate Assistant or Deputy County Administrator of the emergency situation. Emergency procurements will be made with such competition as is reasonable under the circumstances. In the absence of a Department Director, the appropriate Assistant or Deputy County Administrator shall provide notification to the Procurement Official.

b. The Procurement Official, in consultation with the Department Director, shall make the determination if the procurement should be classified as an emergency. The Procurement Official shall notify the County Administrator of all emergency procurement requests.

> i. If the estimated cost is $150,000 or less, the Procurement Official shall approve proceeding with the emergency procurement.
>
> ii. If the estimated cost is more than $150,000, the Procurement Official shall make a recommendation and obtain County Administrator authorization before approving the emergency procurement

2. After Hours

a. In the event an emergency occurs during non-working hours, the Department Director is authorized to make purchases without competition to protect the health, safety, welfare, or property of the County or its citizens.

b. The Department Director shall only make purchases necessary to stop the immediate threat to the health, safety, welfare, or property of the County or its inhabitants. An "immediate threat" is a threat of additional damage or destruction from an incident that can reasonably be expected to occur prior to discussions with the Procurement Official during Working Hours.

c. The Department Director shall notify the Procurement Official and the appropriate Assistant or Deputy County Administrator of the emergency the next business day. All subsequent purchases pertaining to that emergency shall follow the Working Hours procedures outlined above.

30a. If yes, do these procedures include providing a narrative as to why contracts were not competitively bid, or a memo with this type of information?

A. ☐ Yes, these procedures include providing a narrative as to why contracts were not competitively bid, or a memo with this type of information.

B. ☐ No, these procedures do not include providing a narrative as to why contracts were not competitively bid, or a memo with this type of information.

Best Practice

- To receive full points for this question, the Applicant must upload written procedures as to why contracts were not competitively bid. The written procedure or policy should include the following elements for any procurement related to a disaster or emergency: a brief description of the service being procured, a period of time when noncompetitive procurement was used, steps taken to determine that full-and-open competition could not be used, and any known conflicts of interest, etc.

Sample Language: Emergency Procurement

Each emergency or exigent procurement requires determination and the department must document its justification that a public emergency or exigency will not permit a delay resulting from a competitive solicitation. The justification must include the following:

• Description of the product or service being procured

• Estimated dollar amount

• Explanation why a noncompetitive procurement is necessary. Justification should explain the nature of the emergency or exigency. Include specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public emergency or exigency.

• Estimated term of noncompetitive procurement for the defined scope of work and the impact on the scope of work should the noncompetitively procured contract not be available for the amount of time. Examples of questions to ask:

• How long the department anticipates the emergency or exigency circumstances will continue? How long will it take to identify the requirements and award a contract that complies with all County procurement requirements?

• How long would it take another contractor to reach the same level of competence?

• Describe the specific steps taken to determine that full and open competition could not have been met or was not used for the scope of work.

• Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred.

• Include any other information justifying the use of noncompetitive procurement in the specific instance

30b. Does the Applicant have written procedures to identify a transition point to a competitively bid contract as soon as the exigent or emergency ceased to exist?

A. ☐ Yes, the Applicant has written procedures to identify a transition point to a competitively bid contract as soon as the exigent or emergency ceased to exist.

B. ☐ No, the Applicant does not have written procedures to identify a transition point to a competitively bid contract as soon as the exigent or emergency ceased to exist.

Best Practice

- To receive full points for this question, the Applicant's written procedures should include language stating that the Applicant will identify a transition point to start procuring a competitively bid contract as soon as the exigent or emergency ceases to exist.

Sample Language: Emergency Procurement

Use of the emergency or exigency noncompetitive procurement is only permissible during the actual emergency or exigency circumstances and the work performed under the noncompetitively procured contract is specifically related to the emergency or exigent circumstance in effect at the time of the procurement.

Upon award of a noncompetitive contract, the department shall immediately begin the process of competitively procuring similar commodities and services to transition to competitively procured contracts as soon as the emergency or exigency ceases to exist. An emergency procurement initial contract term and scope of work, should to the greatest extent possible, be completed within ninety (90) days. If the ninety (90) day term cannot be met, additional justification must be provided and approved with supporting documentation providing that a competitive procurement process has begun.

31. **Does the Applicant's procurement policy include the applicable provisions described in 2 C.F.R. Part 200, Appendix II for federal awards?**

   A. ☐ Yes

   B. ☐ No

Required Documentation:
Procurement Policy

Best Practice

- To receive full points for this question, the Applicant must upload a procurement policy that includes ALL applicable provisions described in 2 C.F.R. Part 200, Appendix II for federal awards. These provisions are listed below in Q32a. If the provisions are not listed out in the policy, there must be language stating that the applicant will comply with all the applicable provisions described in 2 C.F.R. Part 200, Appendix II for federal awards.

- **Reference:** 2 C.F.R. § 200, Appendix II

Sample Language:
Contract Provisions

Contract Provisions. All contracts or Purchase Orders must contain the applicable provisions required pursuant to Section 200.327 and Appendix II to Part 200 of the Code of Federal Regulations. These include, but are not limited to:

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 must address legal remedies in instances where contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate;

B. Contracts in excess of $10,000 must address termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement;

C. All contracts must include the Equal Employment Opportunity clause as provided in Appendix II;

D. When required, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act, as supplemented, requiring contractors to pay laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination issued by the U.S. Department of Labor, which determination must be included with all solicitations;

E. Where applicable, all contracts in excess of $200,000 that involve mechanics or laborers must include a provision for compliance with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708;

F. Where applicable, a clause requiring compliance with the Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, 37 C.F.R. Part 401;

G. Contracts in excess of $150,000 must require compliance with the Clean Air Act and Federal Water Pollution Control Act and associated regulations;

H. Contracts must include requirements concerning mandatory standards relating to energy efficiency as contained in Florida's Energy Conservation Plan;

I. Contracts must include requirements that a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM)

J. For contracts in excess of $100,000, requirements for compliance with the Byrd Anti-Lobbying Amendment;

K. Contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") stating that each contractor or subrecipient must be prohibited from including, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled; Contracts for federally funded projects must include clauses required by Federal statutes and executive orders and their implementing regulations, including the provisions listed in Appendix II to 2 C.F.R. Part 200 – Contract Provisions for Non-Federal Contracts under Federal Awards.

M. Contracts must include a provision for compliance with 2 C.F.R. Part 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

N. Contracts must include a provision for compliance with 2 C.F.R. Part 200.322 Domestic preferences for procurements.

O. Procurement of Recovered Materials- this required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

31a. Please select all provisions included in your Procurement Policy.

A. Contract Remedies ☐ Yes ☐ No

B. Termination for Cause and Convenience ☐ Yes ☐ No

C. Equal Employment Opportunity ☐ Yes ☐ No

D. Contract Work Hours and Safety Standards Act ☐ Yes ☐ No

E. Clean Air Act and the Federal Water Pollution Control Act ☐ Yes ☐ No

F. Debarment and Suspension ☐ Yes ☐ No

G. Byrd Anti-Lobbying Amendment ☐ Yes ☐ No

H. Procurement of Recovered Materials ☐ Yes ☐ No

I. Prohibition on Contracting Telecommunications Equipment or Services ☐ Yes ☐ No

J. Domestic Preferences for Procurements ☐ Yes ☐ No

Best Practice

- The Applicant must select which contract provisions are included their policy.

32. Does the Applicant intend to use cooperative or joint-purchasing (piggy-back) contracts?

A. ☐ Yes, the Applicant intends to use piggy-back contracts.

B. ☐ No, the Applicant does not intend to use piggy-back contracts.

Required Documentation:
Procurement Policy
Policy outlining adherence/procedures for Piggybacking

Best Practice

- To receive full points for this question, the Applicant must select option B.
- If the Applicant selects option A and intends to use a cooperative or joint-purchasing (piggy-back) contract, their procurement policy or documentation must include

written procedures for the procurement and usage of piggy-back contracts. These written procedures should be uploaded to question 32a.

- **Reference:** Piggyback contracting is a type of cooperative purchasing and occurs when one entity assigns the contractual rights it has in a contract to another entity. FEMA advises against the use of piggyback contracts. Piggyback contracts are usually not compliant with Federal requirements as the scope of work pertains to the needs of a different entity. Although FEMA generally discourages the use of piggyback contracts, a recipient or subrecipient that obtains contractual rights through assignment may use the contract after first determining that:
    - The original contract was procured in compliance with the Federal Procurement Standards that would apply to the entity seeking reimbursement;
    - The original contract contains appropriate assignability provisions that allow the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions;
    - The scope of work to be performed falls within the scope of work under the original contract, and there are no cardinal changes to the contract; and
    - The contract price is fair and reasonable. (PUGPG pg. 140, X. Procurement and Contracting Requirements; (ii.) Cooperative Purchasing; PAPPG V.5 pg. 99)

Sample Language:
Piggyback Contracts

Cooperative Procurement and Piggybacking

A. The County shall have the authority to Purchase from and join with other units of governments in Cooperative Procurement ventures when the best interest of the County would be served thereby. It is standard policy of the County to cooperate with other government agencies in the Purchase of Commodities and Services required by the County.

B. In the event the County participates in a Cooperative Procurement and is not the lead agency, the applicable policies and procedures of the lead agency shall govern the solicitation and Award process unless otherwise in conflict with State or federal law. The term "lead agency" shall mean the member entity responsible for issuance of the cooperative Solicitation.

C. Where the public purchasing unit administering a cooperative Purchase complies with the requirements of their applicable policies and procedures when participating in such a Purchase, they are deemed to have complied with the provisions of this Ordinance. XXXX Such Purchases may be made without additional County Competitive Procurement provided that funding has been appropriated and approved by the Board and the Purchase has been authorized by the entity granted approval authority in Section X.XX.XXX.

D. Unless a Piggyback is prohibited by State or federal law, the County may Piggyback when any other government agency or cooperative (e.g., XXXX) has competitively procured and Awarded a Contract for any Commodity or Service. The County may Purchase that Commodity or Service from the Awarded Vendor if the originating agency's solicitation and/or award includes language that allows it.

E. The County may solicit and Award the Purchase of any Commodities, or Services or Construction with the stipulation that any other government agency may also Purchase the Awarded Commodity or Service at the same Awarded price.

32a. If yes, does the Applicant have written procedures for procurement and usage of piggy-back contracts to include the below language to be compliant with federal regulations?

A. ☐ Yes, the Applicant has written procedures for procuring and utilizing piggy-back contracts.

B. ☐ No, the Applicant does not have written procedures for procuring and utilizing piggy-back contracts.

Best Practice

- To receive full points for this question, the Applicant's uploaded policy must include piggy-back procedures and include the following:
  - The original contract was procured in compliance with the federal procurement under grant rules that would apply to the entity seeking reimbursement.
  - The original contract contains appropriate assignability provisions that allow the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions.
  - The scope of work to be performed falls within the scope of work under the original contract, and there are no cardinal changes to the contract; and
  - The contract price is fair and reasonable.

Sample Language:
Piggyback Contracts

PIGGYBACK - Departments may request to piggyback on contracts for goods and services with other governmental entities. Piggybacking is a form of intergovernmental cooperative procurement in which an entity will be extended the pricing and terms of a contract entered into by another entity.

The following must be submitted as a part of the request and specifications package:

1. A copy of the other agency's solicitation to include the awarded vendor's submittal.

2. A copy of the other agency's Purchase Order or contract and expiration date.

3. A letter from the awarded vendor, offering to honor the same prices under the same terms and conditions as indicated in the other agency's solicitation and subsequent contract.

4. Verification from the other agency that the vendor is performing satisfactorily.

PIGGYBACKING ON EXISTING CONTRACTS

Departments may request to piggyback on contracts for goods and services procured by other governmental entities, except for emergency purchases. To utilize this method, especially when federal funds are involved, the following documentation and verifications must be submitted as part of the request and specifications package:

1. A copy of the original solicitation and the awarded vendor's submittal.
2. A copy of the fully executed contract, including the expiration date.
3. Assignability: Verification that the original contract contains an explicit assignability or "piggyback" clause allowing other agencies to use it.
4. Federal Compliance: Evidence and documentation of the procurement method used by the original agency, confirming that the original procurement complied fully with federal regulations (including 2 CFR 200).
5. Scope of Work: Verification that the requested scope of work and quantities do not exceed what was contemplated by the original contract.
6. Vendor Agreement & Performance: A letter from the awarded vendor offering to honor the same prices under the same terms and conditions as the original contract, along with verification from the original agency that the vendor is performing satisfactorily.
7. Cost Reasonableness: Documentation confirming that the cost is reasonable for the County's specific needs (e.g., an independent cost or price analysis).

Contract Administration

33. Does the Applicant have a written Mutual Aid Agreement(s) in place outside of the Statewide Mutual Aid Agreement (SMAA)?

A. ☐ Yes, the Applicant has an agreement(s) with an Entity other than the State of Florida (SMAA).

B. ☐ No, the Applicant does not have mutual aid agreement(s) with an Entity other than the State of Florida (SMAA).

C. ☐ N/A, the applicant does not utilize mutual aid.

Required Documentation:
Mutual Aid Agreement

Best Practice

- To receive full points for this question, the applicant must upload an executed Mutual Aid Agreement(s) that is in place outside of the Statewide Mutual Aid Agreement (SMAA). This agreement must include a process in place to ensure that the applicant is requesting and obtaining the necessary documentation of associated costs from the providing entity (e.g., labor, equipment, supplies, and/or materials).
- If the Applicant does not have an executed Mutual Aid Agreement(s) that is in place outside of the Statewide Mutual Aid Agreement (SMAA), the Applicant should select option B. If the applicant does not utilize mutual aid, select option C.
- Please note, some entities have a Mutual Aid Agreement with the State of Florida. We are asking if your entity has a Mutual Aid Agreement with any other entities not through the State agreement. For example, an Electric Co-op, a different state, an interlocal agreement, etc.

- **Reference:** FEMA provides PA funding to the requesting entity as it is legally responsible for the work. FEMA does not provide PA funding directly to the assisting entity. For the work to be eligible, the requesting entity must have requested the resources provided. The Requesting Entity or State, if applicable, must provide a description of the services requested and received, along with documentation of associated costs (e.g., labor, equipment, supplies, or materials) to FEMA in support of a request for PA funding. (IX. Mutual Aid, PAPPG V.5 pg. 101)

Sample Language:
Mutual Aid

1. PURPOSE

The purpose of this Agreement is for the parties to provide mutual assistance to one another for control of fire, fire prevention, emergency medical services, non-emergency medical transport, hazardous materials control, and other emergency support in the event of a major fire, disaster, other emergency or extraordinary demand for services.

2. DEFINITIONS

a. Major fire, disaster, or other wide scale emergency or extraordinary demand for services shall mean any emergency incident or service demand that depletes the normal available resources of the Requesting Party.

b. Requesting Party shall mean either party initiating a request for mutual assistance from the Responding Party as herein defined.

c. Responding Party shall mean the party from whom mutual assistance has been requested aby the Requesting Party as herein defined.

d. Commanding Officer shall mean the senior-most officer of the agency charged with command of personnel primarily tasked with providing of fire, fire prevention, emergency medical services, hazardous materials control, and other emergency support services on behalf of the county.

e. Incident Commander shall mean the highest-ranking on-site officer of the Requesting Party exercising direction and control over the personnel on-site providing services on behalf of the county.

3. REQUEST FOR ASSISTANCE

The Commanding Officer or. Incident Commander of the Requesting Party may, in the sole discretion of that Commanding Officer or Incident Commander, request assistance from the scene of any emergency within the geographical boundaries of the Requesting Party's jurisdiction. Prior to making such a request the Commanding Officer or Incident Commander shall first determine the need for equipment or personnel in excess of all such equipment and personnel available through the Requesting Party's facilities. Where such a request is made, assistance will be provided pursuant to this Agreement, at the sole discretion of the Responding Party's Commanding Officer or designee.

4. RESPONSE TO REQUEST

Upon receipt of a request as provided for in Paragraph 3, supra, the Commanding Officer of the Responding Party will immediately take the following action:

a. Determine the type of the equipment and number of personnel available to respond to the Requesting Party.

b. In the event equipment and personnel are available, immediately dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

c. In the event the requested equipment or personnel are not available as a result of then current demand in the jurisdiction of the Responding Party, immediately advise the Requesting Party of such fact.

33a. If yes, does the Applicant have a process in place to ensure they are requesting and obtaining the necessary documentation of associated costs from the providing Entity? (e.g., labor, equipment, supplies, and/or materials)?

A. ☐ Yes, the Applicant does have a process in place to ensure they are requesting and obtaining the necessary documentation of associated costs from the providing Applicant (e.g., labor, equipment, supplies, and/or materials).

B. ☐ No, the Applicant does not have a process in place to ensure they are requesting and obtaining the necessary documentation of associated costs from the providing Applicant (e.g., labor, equipment, supplies, and/or materials).

Best Practice

- To receive full points for this question, the Applicant must upload written procedures that include a description of the services requested and received, along with documentation of associated costs (e.g., labor, equipment, supplies, or materials). These procedures should specify how and when documentation will be requested.

Sample Language:
Mutual Aid

A. The financial obligation of the County, undertaken in this Agreement, for reimbursement of the City shall include reasonable reimbursement for incurred personnel costs, operational expenses; supplies and/or equipment used in supporting shelter operations at mass care facilities. Personnel costs outside of the City's normal operating expenses shall be paid by the County at actual current per hour straight time rate and actual per hour overtime rate for eligible staff.

B. An invoice for these costs must be provided by the City no later than three months from the end of sheltering operations. The invoice will be supported by summary information that includes a listing of employees who worked on the event with dates, hours, pay rates, fringe benefit rate and description of work, equipment use dates, hours and rates, materials with quantities and unit costs and travel costs. The City must maintain and have readily available detailed records of expenditures billed to the County and provide such records to the County upon request. These records will not be included with the invoice but must be maintained by the City for a period of five years past the event closeout date for the County so that they are available for audit by federal and/or state agencies. These records include, but are not limited to:

- Time, pay and activities performed for each employee, fringe benefit calculation and pre-disaster pay policy;
- Itemized purchase and usage records for all operational expenses, supplies, and materials. Purchase records must include vendor invoices, contractual agreements and proof of payment;
- Detailed records of equipment used including year, make, model, HP, capacity, dates used, operator's name, hours used per day, FEMA equipment rate;
- Purchased items must comply with Federal procurement standards and maintain records sufficient to detail the history of the procurement including rationale of procurement, selection of contract type, contractor selection and basis for the contract price.

C. The County will pay the City within 45 days after review of invoice and any issues are successfully resolved.

D. It is understood that the County will not be liable for reimbursement of expenses for sheltering operations where the City obtains reimbursement for those expense through another agency, e.g. American Red Cross.

34. Does the Applicant have a pre-positioned contract (standby contract) for debris removal activities procured in compliance with FEMA PA standards?

A. ☐ Yes, the Applicant has a pre-positioned contract for debris removal activities in compliance with FEMA PA standards.

B. ☐ No, the Applicant does not have a pre-positioned contract for debris removal activities.

C. ☐ N/A, the Applicant does not plan to claim Debris Removal (CAT A) costs.

Required Documentation:
Advertisement
Request for Proposal
Proposal
Scoring Tabulation
Notice of Award
Contract(s)
Amendment

Best Practice

- To receive full points for this question, the Applicant must provide a pre-positioned contract (standby contract) for debris removal activities procured in compliance with FEMA PA standards, as well as the full procurement package.
- If you select option A, the Applicant must upload an executed debris removal contract that extends until June 8, or includes a renewal option that extends until June 8. Additionally, the following documents should be included: solicitation/advertisement, request for proposal, vendor's proposal, scoring/bid tabulation, and notice of award.
- If the Applicant has multiple contracts with multiple debris removal vendors, the applicant must upload all of those contracts and any related procurement documents.
- If a piggyback contract or cooperative agreement was utilized, the following documents will need to be uploaded:
  - Procurement policy from original entity
  - RFP for debris removal Vendor
  - Vendor proposals in response to RFP
  - Bid tabulation/scoring/ranking
  - Contract(s) between Original Entity and the vendor(s) – Valid through June 2028
  - Piggyback Contract – Valid through June 2028
  - Advertisement/solicitation
  - Notice of Award
  - Any additional information required based on piggyback clause (amendments, appendix, etc.)
- The debris removal contract should include all applicable contract provisions:
  - For all contracts, confirmed the contract addresses debarment and suspension.
  - For construction contracts of any amount, the contract references equal employment opportunities.
  - For contracts above $10,000, the contract addresses termination for cause and for convenience.
  - For all contracts above $100,000, the contract includes reference to the Byrd Anti-Lobbying Amendment.
  - For contracts above $200,000 that involve employment of mechanics or laborers, the contract includes reference to the Contract Work Hours and Safety Standards Act.
  - For all contracts above $150,000, the contract references the compliance with the Clean Air Act and Federal Water Pollution Control Act.
  - Procurement of Recovered Materials- this required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.
  - Prohibition on Contracting Telecommunications Equipment or Services-

for purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.

- Domestic Preferences for Procurement- for purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.
- For contracts above the simplified acquisition threshold, the contract references the following provisions:
  - administrative, contractual, or legal remedies for contract violations, and
  - inclusion of Federal bonding requirements
- For all contracts where a contractor's IT systems are used to input, store, process, output, and/or transmit sensitive (Applicant) information, or a contractor will have access to sensitive (Applicant) information, the contract references the follow provisions:
  - Safeguarding of Sensitive Information, and
  - Information Technology Security and Privacy Training

34a. The Applicant must list the contractor for the pre-positioned contract in question number 32 in the textbox.

a. ________________________________

Best Practice

- The Applicant will need to provide the name of the vendor(s) listed in the contract(s) documentation in Q32

35. Does the Applicant have a list of 2 or more pre-qualified vendors for debris removal activities?

A. ☐ Yes, the Applicant has a pre-qualified vendor list for debris removal activities.

B. ☐ No, the Applicant does not have a pre-qualified vendor list for debris removal activities.

C. ☐ N/A, the Applicant does not plan to claim Debris Removal (CAT A) costs.

Required Documentation:
Pre-qualified Vendor List

Best Practice

- To receive full points for this question, the Applicant must provide a list of two or more pre-qualified vendors for debris removal activities.

- **Reference:** Local governments and nonprofits may use prequalified lists of persons, firms, and products when purchasing under a FEMA award. These prequalified lists, however, are not contracts. They are tools to aid in the procurement of future requirements by allowing recipients and subrecipients to review the qualifications of prospective contractors prior to a contract award. The Federal Procurement Standards set forth two requirements that local governments and nonprofits must meet when using such a list.

  First, they must ensure that all prequalified lists are current and include enough qualified sources to ensure maximum full and open competition.

  Second, they must not exclude potential bidders or offerors from qualifying during the solicitation period. (PDAT pg. 145)

36. Does the Applicant have a contract with a debris monitoring vendor procured in compliance with FEMA PA standards?

A. ☐ Yes, the Applicant has a contract with a debris monitoring vendor in compliance with FEMA PA standards.

B. ☐ No, the Applicant does not have a contract with a debris monitoring vendor.

C. ☐ N/A, the Applicant does not plan to claim Debris Removal (CAT A) costs.

Required Documentation:
Advertisement
Request for Proposal
Proposal
Scoring Tabulation
Notice of Award
Contract
Amendment

Best Practice

- To receive full points for this question, the Applicant must provide a contract with a debris monitoring vendor procured in compliance with FEMA PA standards, as well as the full procurement package.
- If you select option A, the Applicant must upload an executed debris monitoring contract that extends until June 2028, or includes a renewal option that extends until June 2028. Additionally, the following documents should be included: solicitation/advertisement, request for proposal, vendor's proposal, scoring/bid tabulation, and notice of award.
- If a piggyback contract or cooperative agreement was utilized, the following documents will need to be uploaded:
  - Procurement policy from original entity
  - RFP for debris monitoring Vendor
  - Vendor proposals in response to RFP
  - Bid tabulation/scoring/ranking
  - Contract(s) between Original Entity and the vendor(s) – Valid through June 2028
  - Piggyback Contract – Valid through June 2028
  - Advertisement/solicitation
  - Notice of Award
  - Any additional information required based on piggyback clause (amendments, appendix, etc.)
- The debris monitoring contract should include all applicable contract provisions:
  - For all contracts, the contract addresses debarment and suspension.
  - For construction contracts of any amount, the contract references equal employment opportunities.
  - For contracts above $10,000, the contract addresses termination for cause and for convenience.
  - For all contracts above $100,000, confirmed the contract includes reference to the Byrd Anti-Lobbying Amendment.
  - For contracts above $200,000 that involve employment of mechanics or laborers, the contract includes reference to the Contract Work Hours and Safety Standards Act.
  - Procurement of Recovered Materials- this required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.
  - Prohibition on Contracting Telecommunications Equipment or Services- for purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.
  - Domestic Preferences for Procurement- for purchases in support of FEMA

declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

- For all contracts above $150,000, the contract references the compliance with the Clean Air Act and Federal Water Pollution Control Act.
- For contracts above the simplified acquisition threshold, the contract references the following provisions:
  - administrative, contractual, or legal remedies for contract violations, and
  - inclusion of Federal bonding requirements
- For all contracts where a contractor's IT systems are used to input, store, process, output, and/or transmit sensitive (Applicant) information, or a contractor will have access to sensitive (Applicant) information, the contract references the follow provisions:
  - Safeguarding of Sensitive Information, and
  - Information Technology Security and Privacy Training

36a. If yes, please list the contractor. (Please list the contractor in textbox).

a. ____________________________________

Best Practice

- The Applicant will need to provide the name of the vendor(s) listed in the contract(s) documentation in Q34.

36b. If yes, does the Applicant's debris monitoring vendor utilize automated load tickets or hand-written tickets?

A. ☐ Automated only

B. ☐ Both Automated and Hand-written

C. ☐ Hand-written only

D. ☐ Load tickets unavailable

Required Documentation:
Load Ticket

Best Practice

- To receive full points for this question, the Applicant must select either option A or B and upload an example load ticket template.
- The load ticket template should include all necessary elements. Click on the link to reference the necessary elements: FEMA Debris Monitoring Guide SOP.

37. Does the Applicant have written procedures on how they will maintain contractor oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders?

A. ☐ Yes, the Applicant has written procedures detailing how they will maintain contractor oversight to ensure work is performed in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

B. ☐ No, the Applicant does not have written procedures detailing how they will maintain contractor oversight to ensure work is performed in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Required Documentation:
Written Procedures
Pre-Positioned Contract

Best Practice

- To receive full points for this question, the Applicant must upload a document that includes written procedures on how they will maintain contractor oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- Procedures could involve overseeing the contractor by reviewing progress reports, conducting inspections, ensuring compliance with contractual requirements, performing performance evaluations, maintaining records, coordinating meetings with the contractor, and monitoring invoices and change orders.

- **Reference:** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. (*PUGPG, pg. 26,* 2 C.F.R. 200.318(b))

Sample Language:
Contractor Oversight

Every contract shall be assigned a Project Manager. The Project Manager shall be the Department Director or his/her designee. The Project Manager shall serve as liaison between the Contractor and all City departments and shall be responsible for:

• Coordination of interaction between the Contractor and City departments.

• Monitor progress and quality of the work performed by the Contractor.

• Prepare schedules and timely progress reports.

• Coordinate, initially approve and justify any necessary contract change orders for submission to Purchasing for processing for final approval.

• Keep up-to-date records of all relevant issues pertaining to the performance of work time schedules and adherence to specifications.

• Apprise all City departments of the project and its progress to assure conformance by the Contractor with all applicable codes and laws.

• Send copies of all documents to Purchasing.