# EMERGENCY PREPAREDNESS DIVISION

April 21, 2020

MEMORANDUM

TO: Greg W. Pease, Chief of Procurement Division

FROM: Steve Woodard, Director, Emergency Preparedness Division, Fire and Rescue Department

RE: RFP P05-17 Disaster Recovery Consulting Services

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That Contract No. 10144-02 between the City of Jacksonville and Ernst & Young, LLP for Disaster Recovery Consulting Services, which is in the third renewal period of service until February 7, 2021, is amended to increase the maximum indebtedness by $500,000 to a new not-to-exceed total maximum indebtedness of $7,689,494.

These funds would be applied to the following accounts: COVID-19 (DR4486)

| Fund | Center | Account | Project | Activity | Inter-fund | Future |
|---|---|---|---|---|---|---|
| 10602 | 122001 | 534100 | 000000 | 00001621 | 00000 | 0000000 |

All other terms and conditions shall remain the same.

Your assistance in concurring with this recommendation for the respective award is appreciated. If you have questions or need additional information regarding this request, please contact Steve Woodard at 904-255-3128.

Attachments: EY Expanded Work for Disaster Recovery Consulting Services
Exhibit A - Scope of Services
Exhibit B - Schedule of Proposed Prices/Rates
Exhibit C - Supplemental Required Federal Contract Clauses

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Building a better working world

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Mr. Gregory Pease
Chief, Procurement Division
City of Jacksonville
214 N. Hogan Street, Room 105
Jacksonville, Florida 32202

March 25, 2020

Re: Expanded Work for COVID-19 (Coronavirus) Related Efforts Under Disaster Recovery Consulting Services – RFP# P-05-17

Dear Mr. Pease:

Ernst & Young LLP (EY) requests additional funds to assist the City with the COVID-19 declaration with the Jacksonville Fire and Rescue Department/Emergency Preparedness Division (JFRD) for the work within the Disaster Recovery Consulting Services – Request for Proposals (RFP). This extension only applies to the funds for the COVID-19 disaster and will not change the scope of work that has been established in the current contract, #10144-02.

The analysis of required funds was conducted and is summarized as follows:

| | | |
|---|---|---|
| **Funds Required for COVID-19** | **$** | **500,000** |

The analysis is based upon the scope of work that was agreed upon in the current contract and considers tasks to move the PA process forward for COVID-19. The tasks include activities related around the FEMA declaration of Category B costs including the activation of two EOCs. Additional tasks will also be required as the City is being requested to manage 1 of the 50 National testing sites that will be located at TIAA Bank Field. We believe there will be costs beyond this time period as the COVID-19 outbreak is a daily evolving issue.

We believe EY is well qualified to continue providing these services to the City. We are currently supporting the City with grant management, compliance and administrative services in connection with the applications for reimbursement from State and Federal agencies and feel that we have built a strong relationship with JFRD, the City, each City department, the State of Florida, the past FEMA teams and the current FEMA team. The EY team has greatly enjoyed working with the City and JFRD for the last 41 months and looks forward to a long-lasting relationship well beyond the recovery efforts of these events.

If you have additional questions or need more information, please contact me at 1 (817) 706-7108 or allen.melton@ey.com. Thank you for an opportunity to keep serving the City of Jacksonville.

Yours sincerely,

Allen Melton
Partner

## Exhibit A

## Scope of Work

## Description of Services and Deliverables

**Requirements for Contractor:**

• Make recommendations and provide guidance on Federal and State of Florida Emergency Management, disaster programs, rules and regulations.

• Develop, manage, administer and audit the State / FEMA Public Assistance Program for the City of Jacksonville/Emergency Preparedness Division (EPD).

• Provide credentialed staff with in depth knowledge and subject matter experience working with FEMA to include DHS, FEMA, OIG and other relevant personnel on staff of Contractor.

• Make recommendations to the City of Jacksonville, EPD, Administrators, City Council, etc. based on extensive knowledge of the FEMA Public Assistance Program guidelines and requirements for eligibility and availability of grants.

• Provide technical assistance and advisory services related to recovery from Federal Disasters.

• Develop and implement strategies designed to maximize federal and state assistance.

• Provide support for strategic planning and coordination of all recovery efforts.

• Review contracts and purchasing documentation to ensure compliance with the Super Circular.

• Represent the CITY OF JACKSONVILLE and attend meetings with FEMA, State Emergency Management and with Emergency Preparedness representatives.

• Coordinate the development of Project Worksheets, (PW's) and other documented versions as required for State Emergency Management and FEMA.

• Develop hazard mitigation proposals under Section 406 of the Stafford Act. Identify, develop and evaluate opportunities for hazard mitigation projects to reduce or eliminate risk from future events. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program, Pre-Disaster Mitigation, CDBG and other mitigation programs.

• Provide technical assistance and advisory services on FEMA's Section 428 program as well as the Sandy Recovery Improvement Act.

• Compile documentation for Project Worksheets, and identify permit and regulatory requirements necessary to get Project Worksheets completed. Provide assistance and oversight as needed for departments and offices that have difficulty completing necessary documentation.

• Resolve disputes with FEMA and State Emergency Management, including the preparation of appeals or responses to arbitration if necessary.

• Assist applicants through Inspector General Audits

• Prepare grant close-out documents, files, reports, etc. to ensure funding is retained and record documents in Florida PA.org

The Contractor shall provide continuous monitoring to achieve the City's goal of effectively obtaining the reimbursements available from FEMA and other reimbursing agencies for the damages incurred and provide a dedicated team of multi-disciplined professionals to manage and oversee all aspects of the federal disaster recovery process to include the following deliverables:

• Measure and formulate initial and joint damage assessments for City, FDEM and FEMA needs. To the extent, the City has already begun the assessment process; assist in consolidating information into a presentable format for FEMA.

• Document all disaster volunteer activity and measure value to apply against City's share of Emergency projects

• Attend and participate in key meetings such as the applicant briefing, kickoff meeting, ad hoc FEMA or FDEM meetings, or others at the direction of the City. Document meeting minutes, key information provided by City/FEMA, and positions rendered to minimize rework and data loss caused by FEMA personnel turnover.

• Provide applicant briefings regarding alternate sources of funding beyond FEMA, such as property insurance policies, HUD CDBG-DR, Department of Transportation, etc.

• Prepare Request for Public Assistance (RPA) as well as other documents needed for account activation with FEMA and FDEM (Direct Deposit Authorization – DDA, Designated

Authorized Agent – DAA, etc.). Assist the City in preparing responses to FDEM risk assessments, as applicable, and other pre-award activity.

• Coordinate the scheduling of site visits with FEMA to ensure appropriate City personnel are available and prepared for such meetings. Participate in FEMA's site visits to damaged areas, debris staging, and other pre-project formulation efforts.

• Prepare Preliminary Cost Estimates and Project Scope Formulation. Review projects (and

assumptions/estimates therein) as written by FEMA to ensure complete and accurate projects are written. Assist the City in gathering information for FEMA's use in project formulation.

• Obtain Immediate Needs Funding or cash advances by project to the extent eligible and needed.

• Compile reports to document City employee labor, equipment usage, and material consumption in a manner that meets FEMA standards for force account labor, equipment and materials.

• Enter all Request for Reimbursements (RFR's), quarterly reports and supporting documentation in FloridaPA.org

• Compile reports to document any City, consultant/contractor hours and expenses at a detailed level in order to be classified as direct administrative costs (DAC) and eligible for reimbursement.

• Review the City's insurance policies, as applicable; to ensure FEMA appropriately deducts only portions related to the specific projects written.

• Advise officials and administrators where there are potential opportunities for the City to restore assets in a more strategic or resilient manner, and prepare documentation for the hazard mitigation (Section 406 of the Stafford Act), improved or alternate project requests.

• Advise officials and administrators of opportunities under the Hazard Mitigation Grant Program (Section 404 of the Stafford Act) for the City and prepare reports, costs benefit analysis or applications necessary for any 404 requests with the State of Florida.

• Identify potential 428 projects (Sandy Recovery Improvement Act) that would be beneficial to the City and inform the City of the benefits/risks of this program.

• Perform a gap analysis of FEMA reimbursement deficiencies for the City.

• Review Eligibility Assessments made by FEMA or FDEM that may affect the City's projects.

• Work with FEMA and FDEM to avoid the appeals process by addressing through more manageable means, such as project amendment.

• Prepare all correspondence and supporting documentation for the appeals process for any eligibility or other rulings out of favor of the City.

• Set up document retention procedures that are required beyond normal City policies, as FEMA requires document retention three years subsequent to closeout. For a point of reference, FEMA has still not closed out Hurricanes Sandy (2012), Ike (2008) or Katrina (2005).

• Conduct project completion site inspections to ensure project scopes of work were

appropriately achieved and documented.

• Assist in Project Closeout process and Sub-grant closeout process.

• To the extent necessary, assist in any Inspector General (IG) audits.

• Provide engineers to conduct assessments of City facilities, as directed by the City (there are over 400 facilities).

• Prepare and/or collaborate with Risk Management on insurance claims

• Assist with Environmental and historic Preservation (EHP) process, documentation and approvals required for projects.

# Exhibit B

## Schedule of Proposed Prices/Rates

**Form 1 - Price Sheet**

NAME OF CONSULTANT Ernst & Young LLP

Proposal Number P-05-17

**SCHEDULE OF PROPOSED PRICES/RATES**

1. If charges are based on hours worked, the hourly direct labor rates, the rates are inclusive of general and administrative expenses and profit:

| | | |
|---|---|---|
| Principal (Partner or Senior Officer): | $ 417 | hr. |
| Senior Consultant (Responsible Professional): | $ 310 | hr. |
| Consultant: | $ 242 | hr. |
| Junior Consultant: | $ 165 | hr. |
| Program & Admin Support. | $ 125 | hr |

3. Equipment Direct Costs Only (if applicable) $ N/A

4. Please provide any other relevant rates that may apply to this project including direct hourly labor rates for other categories of proposed personnel.

Total Cost: Estimated percent of claimed damages: <1 %

Travel expenses such as lodging and per diem will follow guidelines established by the US General Services Administration (GSA) applicable rates for the area.

**Exhibit C**

**Supplemental Required Federal Contract Clauses**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain the following provisions, as applicable:

1. Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Jacksonville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2. Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the State of Florida and understands and agrees that the State of Florida will, in turn, report each violation as required to assure notification to the City of Jacksonville, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

2. Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The contractor agrees to report each violation to the State of Florida and understands and agrees that the State of Florida will, in turn, report each violation to the City of

Jacksonville, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Procurement of Recovered Materials.

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

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

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

4. Additional FEMA requirements: Access to Records.

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

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

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