



REQUEST FOR PROPOSALS

No. 02-19/20

EMERGENCY DISASTER DEBRIS MONITORING

CITY OF MIAMI SPRINGS

CITY COUNCIL

Billy Bain, Mayor

Mara Zapata, Vice Mayor

Bob Best

Maria Mitchell, Vice Mayor

Jaime Petralanda

CITY ATTORNEY

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

OFFICE OF THE CITY CLERK

Erika Gonzalez-Santamaria, CMC

ADMINISTRATION

William Alonso, City Manager

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NOTICE TO PROPOSERS

The City of Miami Springs (the "City") is accepting sealed responses from qualified firms to provide the City with disaster Debris monitoring services and fixed site monitoring services. The City is seeking an experienced contractor with the right combination of price, qualifications, and experience to ensure that: disaster debris monitoring services are provided in accordance with FEMA guidelines; the City is able to maximize its use of FEMA and other grant funds; and limited loss of available FEMA and other grant funds.

The scope of services and minimum qualifications sought by City is set forth in the RFP.

The objective of this RFP is to secure the services of an experienced monitoring contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated Debris (other than household putrescible garbage) from public property, public right-of-ways, and at Temporary Debris Staging and Reduction Sites, in a timely and cost-effective manner, and ensuring the disposal of all Debris in a lawful manner, immediately after a hurricane or other natural or manmade disaster. The Successful Proposer must be capable of assembling, directing, and managing a work force that can complete the Debris monitoring operations in a maximum of 120 calendar days. The Successful Proposer shall meet the accelerated Debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act (January 2013), or its successor. Successful Proposer's personnel must be familiar with Debris removal eligibility criteria outlined in FEMA Regulation and Policy

Interested proposers may obtain a copy of the RFP documents through the Onvia DemandStar ("DemandStar") Portal at www.demandstar.com. It is strongly recommended that interested proposers register with DemandStar; this proposal will also be found on the City of Miami Springs Website at <https://www.miamisprings-fl.gov/rfps>.

Proposals must be submitted in the form of one (1) original hardcopy and (1) electronic copy of the entire Technical and Price Proposal. Proposals must be received by the City Clerk at 201 Westward Drive, Miami Springs, FL 33166, by no later than **2:30 P.M. EST on Thursday, April 9th, 2020**. Proposals received after the due date and time will be deemed non-responsive and will be returned unopened.

The City may enter into a contract with one or more contractors. By submitting a response to the RFP, a proposer agrees to be the City's contractor, if selected and awarded a contract.

A pre-proposal conference will not be held for this RFP.

Any and all inquiries regarding the RFP must be directed in writing to: Zuzell E. Murguido, Procurement Specialist II, City of Miami Springs, 201 Westward Drive, Miami Springs, FL 33166, at murguido@miamisprings-fl.gov.

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SECTION 1

GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS

1.1. Definitions

Additional Work or Additional Services means Work authorized by the City through a Work Order Proposal that is for work in addition to that initially assigned to the Contractor under a Work Order.

Attachments mean any attachments to this Contract which are expressly incorporated by reference and made a part of this Contract as if set forth in full.

Change Order means a written document ordering a change to the Contract that is not covered under a Work Order. A change order must comply with the Contract Documents.

Contract means the RFP, the Addenda, the Response to the RFP, and the Agreement that is executed by the Contractor and the City subsequent to approval of award by the City Council.

Contract Documents means the Contract, and any change orders, modifications, directives, and clarifications, Work Orders, Supplemental Work Orders, Work Order Proposals, invoices, payments and similar documents produced in connection with the Contract.

Contract Manager means the individual assigned by the City to manage the Project.

Contractor or Debris Management Contractor (DMC) means company, whether a corporation, partnership, individual, or any combination thereof, and its successors, personal representative, executors, administrators and assignees who have entered into this Contract.

Cure means the action taken by the Contractor promptly after receipt of written notice from the City of a breach of the Contract Documents, which will be performed at no cost to the City, to repair, replace, correct, or remedy all material, equipment, service, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach, including, without limitation, repairing, replacing or correcting any portion of the Work.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of written Notice to Cure from the City identifying the deficiencies and the time to Cure.

Days mean calendar days.

Fee or Payment means the amount of compensation mutually agreed upon for Services to be provided under a Work Order.

FDEP means the Florida Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

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FEMA means the Federal Emergency Management Administration.

FWHA means the Federal Highway Administration.

Final Completion means the date established for completion of the Work under a Work Order.

Hourly Rates means the hourly rate that may be paid to the Contractor inclusive of all direct and indirect costs, and profit.

Inspector means an authorized representative of the City assigned to make necessary inspections of the Work or Services furnished by Contractor

Monitoring Contractor or Disaster Debris Monitoring Contractor means the contractor under contract to the City to provide oversight and management of the Contractor's recovery, staging and debris disposal efforts.

Notice To Proceed means a written letter or directive issued by the City Manager or designee directing that the Contractor begin Work under a Work Order.

NRCS means the U.S. Department of Agriculture's Natural Resources Conservation Service.

Project as used herein refers to a task or assignment issued through a Work Order to the Contractor resulting from an Emergency Event or for other Services required by the City.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which will be clearly marked RFI, will clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Scope of Services means the Work or Services to be performed by the Contractor in accordance with the Contract Documents.

Work or Services as used herein refers to all reasonably necessary and inferable labor, equipment, materials required to perform the Scope of Services required by the Contract Documents.

Subcontractor means a person, firm or corporation having a direct contract with the Contractor to perform Work under the Contract Documents.

Supplemental Work Order means a Work Order issued by the City that modifies a previously issued Work Order.

TDSR means a temporary debris storage and reduction site.

City means the City of Miami Springs. For the purposes of this Contract, the term "City" will mean the City Manager.

City Council means the governing body of the City.

City Manager means the duly appointed chief administrative officer of the City or his/her designee.

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Work Order means an assignment of Work issued by the City to the Contractor for the performance of Work under the Contract.

Work Order Proposal or Proposal means a proposal submitted by the Contractor at the City's request which includes the scope and projected cost for a Project or for additional Work under the Contract.

1.1. Time is of the Essence

Time is of the essence with respect to any Work described in this RFP. Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work will be performed strictly (not substantially) within the time limitations necessary to perform all deadlines established in the Contract.

All dates and periods of time set forth in the Contract Documents, inclusive of any Work Orders issued under the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, were included because of their importance to the City.

The Contractor acknowledges that the City is purchasing the right to have the Contractor continuously working on the Event for the full duration of the Event to ensure the timely completion of the Work.

1.2. Contract Term

An agreement is contemplated for three (3) years, with the option to extend the contract for an additional two (2) one-year terms. The Contract will commence upon execution of the Contract and continue for a period of three (3) years. The City, at its sole discretion may exercise an option to renew ("OTR") the Contract for a period of up to two (2) additional years on a year to year basis. The City reserves the right to exercise the OTR to extend the Contract for up to one hundred and twenty (120) days beyond the current Contract period and will notify the Contractor in writing of the extension. The Contract may be extended beyond the one hundred and twenty (120) Days, upon the approval of the City Council.

Work Orders will expire as stated on each individual Work Order issued under the Contract, which may extend beyond the expiration of the Contract term. The provisions of any specific Work Order, which commences prior to the expiration date of the Contract and extends beyond said expiration of the Contract will survive the expiration thereof and the Contract will continue in full force and effect for such Work Orders.

1.3. Acceptance/Rejection

The City reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the City, is in its best interest. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. Further, the City may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise

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the RFP. All such actions taken must be in accordance with the applicable sections of the City Code and this RFP.

1.4. Certification

A Proposer submitting a Response to this RFP certifies that it meets all of the requirements to perform the services required by this RFP and will enter into a contract that, among other things, incorporates this RFP.

1.5. Legal Requirements

This RFP is subject to all applicable federal, state, county, City and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. By submitting a Response the Proposer certifies that it has full knowledge of such laws, codes, ordinances, rules, and regulations, and any lack of knowledge by the Proposer will in no way be cause for relief from responsibility for compliance with these requirements.

1.6. Proposal Costs

The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP. Proposers should prepare a straightforward concise description of their ability to meet the requirements of the RFP.

1.7. Key Personnel

Subsequent to submission of a Response and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel will result in the Response being rejected and not considered for award.

1.8. Audit Rights and Records Retention

The Successful Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall preserve and make available at reasonable time for examination and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Records Act is not applicable, for a minimum of five (5) years) after termination of the Contract or after the City makes final payment pursuant to the Contract and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the City.

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1.9. Public Records

Proposer understands that the Response is a public record, and the public will have access to all documents and information pertaining to the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the City may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

NOTICE PURSUANT TO SECTION 119.0701(2)(a), FLORIDA STATUTES

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Erika Gonzalez-Santamaria, CMC

Mailing address: 201 Westward Drive

Miami Springs, FL 33166

Telephone number: 305-805-5006

Email: gonzaleze@miamisprings-fl.gov

1.10. Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under this RFP may result in a rejection of the proposal as non-responsive.

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1.11. Public Entity Crimes

Proposers must be in compliance with Section 287.133, Florida Statutes. In accordance with Section 287.133(3)(a), Florida Statutes please be advised of the provisions of Section 287.133(2)(a), Florida Statutes which provides:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

1.12. Collusion

The Proposer must certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred. The Proposer must include in its Response, the Single Execution Affidavit included in this RFP. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive.

1.13. Conflict of Interest

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this RFP. Proposers must submit the Single Execution Affidavit with its Response.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer must give the City written notice of any other relationships; professional, financial or otherwise that it enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

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Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

1.14. Debarred/Suspended Vendors

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity.

An entity or affiliate must not be debarred nor suspended from Federal programs. *See* 2.C.F.R. 200.213. The City is prohibited from entering into an agreement with a party listed on the System for Award Management (“SAM”) Exclusions List. *See* 2 C.F.R. Part 200, Appendix II, Paragraph I; Appendix C, Paragraph 2.

Any Proposer who submits a Response that includes such a debarred or suspended entity or affiliate will be deemed non-responsible and the Response will not be considered.

1.15. Nondiscrimination

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

1.16. Equal Employment Opportunity and Nondiscrimination

The City, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that: No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the Contract. Specifically:

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous

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place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.

The City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. It is expressly understood that City shall have the right to terminate this Contract upon receipt of evidence of discrimination.

1.17. Insurance Requirements

The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

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

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

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

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

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

Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of the agreement and prior to the execution of the agreement by City and prior to commencing Services on any Project. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the agreement and shall state that such insurance is as required by the agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

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

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

Pollution Legal Liability and On-Site Cleanup. Contractor agrees to maintain Contractor's Pollution Legal Liability and On-Site Cleanup with a limit of not less than two million (\$2,000,000) per occurrence on a per Project basis.

1.18. Indemnification

The Contractor will indemnify and hold harmless City, its officers, agents, and employees, from all liabilities, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under

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the Contract, caused by the negligence, recklessness or intentional misconduct, or any act or omission of Contractor and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable in the performance of the Contract. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the City will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the City or provide for such defense at its own expense, at the City's option.

Contractor will require the Consultant and all Sub-consultant and Subcontractor agreements to include a provision that they will indemnify the City.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Florida Statutes.

The City will provide specific consideration of \$10.00 for this indemnification from the sums due to the Contractor under the Contract.

1.19. Contingent Fees

Proposer represents and warrants to the City that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of an contract.

1.20. Assignment; Non-Transferability of Response

A Response must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

1.21. Drug Free Workplace

A Proposer that meets the requirements of Section 287.087, Florida Statutes will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee. Should a tie in the ranking of Responses occur, the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements of Section 287.087, Florida Statutes.

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1.22. E-Verify

Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and must expressly require any subcontractors performing Work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor. Contractor must complete and submit with its Proposal the E-Verify Certification Form.

1.23. Unauthorized Alien Workers

The City will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination a contractual agreement involving the City.

1.24. Affidavits

The following Affidavits are required to be submitted with the Proposer's response:

1.24.1. Collusion. Where two (2) or more related parties as defined herein each submit a response to the RFP, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under the RFP. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals of one Proposer have a direct or indirect ownership interest in another Proposer for the same project. RFP responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Proposers have worked together, discussed the details of their proposals prior to submission of their Proposals or worked together in independently submitting Proposals such actions will be deemed to be collusion.

1.24.2. Conflict of Interest/Anti-Kickback. Proposer must complete and submit the Conflict of Interest, Anti-Kickback affidavit found in the RFP. Proposer certifies that its Proposal is made independently of any assistance or participation from any City employee, elected official, or Contractor working for or on behalf of the City, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the City. City employees may not contract with the City through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse,

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parents, and children are also prohibited from contracting with the City without the prior approval of the City Council.

1.24.3. Public Records. The Contractor must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the City. All prospective Proposers must complete and submit the Compliance with Public Records Law affidavit with their Proposal. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Proposers, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

1.24.4. Public Entity Crimes Act. In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a Contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the City, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment. Proposer must complete the Public Entity Crime Affidavit included in the RFP.

1.24.5. Scrutinized Company. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If the Agreement that may result from this RFP is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its

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affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

1.25. Clarifications

The City reserves the right to make site visits, visit the Proposer's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses. Subsequent to the submittal of Proposals Proposer cannot submit any additional document or information except upon the specific request of the City. Any such submittal will not be considered and may result in a Proposal being rejected as non-responsive.

1.26. Termination

1.26.1. The City Manager, without cause, may terminate the Agreement that results from this RFP upon seven (7) calendar days' written notice to the Contractor, or immediately with cause if Contractor fails to carry out its responsibilities. Upon receipt of the City's written notice of termination, Contractor shall immediately stop work on the Project unless directed otherwise by the City Manager. In the event of termination by the City, the Contractor shall be paid for all work accepted by the City Manager up to the date of termination.

1.26.2. Valid causes for termination of the awarded Contract include, but are not limited to:

1.26.2.1. The Contractor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP;

1.26.2.2. The Contractor's failure to deliver any product(s) that fail to meet item Specifications included in this RFP;

1.26.2.3. The Contractor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the City; and/or

1.26.2.4. The Contractor's violation of any other provision contained within the Special Terms and Conditions or any attachment thereto which provides for contract termination.

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1.27. Performance and Payment Bond

An initial performance bond issued in a sum equal to five percent (5%) of the total amount of the estimated contract price by a surety company and otherwise authorized to transact business in the State of Florida shall be required from the successful proposer for purposes of insuring the faithful performance of the obligations imposed by the resulting contract. The bond shall contain all the provisions of the Performance/Payment Bond forms included on Forms 11 and 12 attached hereto. An Event Performance Bond shall be required within seven (7) days after an Event notice to proceed is issued shall be 100 percent (100%) of the estimated contract price. Event performance bonds must comply with all other requirements unless otherwise stated.

Each Bond will guarantee to the City (i) the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or Subcontractor, and Subcontractors employed pursuant to this Contract, (ii) the payment to the City of all loss, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor. Each Bond will be with a Surety, which is qualified pursuant to Section 1.28, Qualification of Surety. The Surety will automatically adjust the Bond value to account for and add or deduct change orders to preclude the requirement for revised Bonds to be submitted to the City.

Each Bond will continue in effect for one year after Final Completion of the Work with liability equal to one hundred percent (100%) of the Contract value.

The Bond(s) will not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, inclusive of the Warranty provision.

The City must be listed as an Obligee.

Adjustments to the Value of the Bond. The Contractor will be required to increase the value of the Bond to meet 100% of the Work issued by the City once the value exceeds \$1,000,000. The Contractor will not be required to provide a separate Bond for increases in the value of the Contract. The Surety will adjust the Bond value to accurately reflect any changes in the value of the Bond. Prior to the Final Payment and close-out of the Contract the Contractor will provide to the City Manager documentation from the Surety documenting any adjustments to the Bond and the final cost of the Bond.

Alternate Form of Security. In lieu of a Performance/Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in a form acceptable to the City. Such alternate forms of security will be subject to the prior approval of City and will be subject to the same conditions as those applicable above and will be held by City for one year after completion of the Work.

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1.28. Qualification of Surety

Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Surety will hold a current certificate of authority as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety will not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety will provide the City with evidence satisfactory to the City, that such excess risk has been protected in an acceptable manner. The Surety(ies) must have an A rating with a Class III size.

1.29. Federally Required Clauses

This procurement shall conform in all respects to the *Federally Required Clauses* including, but not limited to, the clauses found in Appendix A attached hereto.

1.30. Antitrust Assignment

The Contractor and the City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the governmental entity, such as the City. Therefore, the Contractor hereby assigns to the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

1.31. Taxes

Contractor will pay all applicable sales, consumer, use and other taxes required by law.

1.32. Labor and Materials

Unless otherwise provided herein, Contractor will provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Contractor will at all times enforce strict discipline and good order among its employees, and Subcontractors and will not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

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1.33. Press Release or Other Public Communication

Under no circumstances will the Contractor, without the express written consent of the City:

- Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor obtains prior written approval from the City Manager or Contract Manager. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City.

Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or Service provided by the Contractor or such parties have been approved or endorsed by the City.

1.34. Non-Disclosure

To the extent allowed by law, Contractor agrees not to divulge, furnish or make available to any third person, firm or organization, without the City Manager or designee's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor will require all of its employees, agents, Subconsultants and Subcontractors to comply with the provisions of this paragraph.

1.35. Royalties and Patents

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

1.36. Audit

The City and its representatives will have the right to audit, inspect and copy, at the City's expense, the books and records and accounts of Contractor which relate in any way to the Project and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to a Project and to any claim for additional compensation made by Contractor including but not limited to all payroll records, invoices for materials, and books of accounts. Such records will conform to Generally Accepted Accounting Principles requirements (GAAP), and will only address those transactions related to the Contract.

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Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, will be kept in accordance with such statute. Otherwise Contractor will retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of five (5) years following Final Completion of the Project.

If an audit inspection or examination in accordance with this Article discloses overcharges in excess of 1% except negotiated fees by the Contractor's to the City, the actual cost of the City's audit will be paid by the Contractor. If the audit discloses contract billing or charges to which Contractor's is not contractually entitled Contractor's will pay over to the City said sum within 20 days of receipt of a written demand unless otherwise agreed to by both parties in writing.

1.37. Litigation History

Each Proposer shall identify each case in the last ten years (i.e., on or after January 1, 2008) where:

- a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Proposer, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract with a city, county, or other governmental entity for the collection of Disaster Debris;
- a city, county, or other governmental entity terminated a contract with the Proposer concerning the collection of Disaster Debris; or administrative fines, liquidated damages, civil penalties, or other penalties (collectively "penalties") were assessed against or deducted from the Proposer's payments under a contract with a city, county, or governmental entity for the collection of Disaster Debris and such penalties exceeded ten thousand dollars (\$10,000).

Each Proposer also shall identify each instance in which the Contractor paid more than ten thousand dollars (\$10,000) to settle a dispute with a governmental entity concerning the Proposer's performance under a contract for the collection of Disaster Debris and such payment occurred on or after January 1, 2008. The Contractor shall identify each such settlement agreement, and the amount paid by the Proposer, unless the settlement agreement explicitly prohibits the disclosure of the agreement's existence.

For each case identified, the Proposer must describe the basic facts concerning the case, including the names of the parties and the current status of the case.

Each Proposer must disclose whether the Proposer, or any of its owners, officers, subsidiaries, or affiliates have been excluded, disqualified, or disbarred by any federal, state or local government or agency since January 1, 2008.

Each Proposer must disclose whether the Proposer, or any of its owners, officers, subsidiaries, or affiliates have in the last ten (10) years (i.e., on or after January 1, 2008): failed to qualify as a responsive proposer for the collection of Disaster Debris; or refused to enter into a contract for the collection of Disaster Debris after an award had been made to the Proposer; or failed to complete a contract for the collection of

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Disaster Debris; or been declared to be in default in any contract for the collection of Disaster Debris. If any of these events have occurred, the Proposer should provide additional information to explain the basic facts concerning such event.

1.38. Cone of Silence

Notwithstanding any other provision in this RFP, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this RFP.

1.38.1. The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

1.38.1.1. Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;

1.38.1.2. Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;

1.38.1.3. Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;

1.38.1.4. Any communication regarding this RFP between the Mayor, Council members, and any member of the selection committee;

1.38.1.5. Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and

1.38.1.6. Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council.

1.38.2. Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

1.38.3. The Cone of Silence shall not apply to:

1.38.3.1. Oral communications at pre-bid conferences;

1.38.3.2. Oral presentations before selection of evaluation committees;

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- 1.38.3.3.** Public presentations made to the City Council during any duly noticed public meeting;
 - 1.38.3.4.** Written communications regarding a particular RFP, RFP, or bid between a potential vendor, service provider, Respondent, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - 1.38.3.5.** Communications with the City Attorney and his or her staff;
 - 1.38.3.6.** Duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
 - 1.38.3.7.** Any emergency procurement of goods or services pursuant to City Code;
 - 1.38.3.8.** Responses to the City's request for clarification or additional information pursuant to this RFP;
 - 1.38.3.9.** Contract negotiations during any duly noticed public meeting;
 - 1.38.3.10.** Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.
- 1.38.4.** Violation of the Cone of Silence by a particular bidder or Respondent shall render the RFP award or bid award to said bidder or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

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SECTION 2

SPECIAL TERMS AND CONDITIONS

2. SPECIAL TERMS AND CONDITIONS

2.1. Purpose

The City of Miami Springs (“City”) is a city located in Dade County, Florida. As of 2017, the population recorded by the U.S. Census Bureau is 14,424. According to the United States Census Bureau, the city has a total area of 3.0 square miles; 2.9 square miles of it is land and 0.04 square miles is water. One of the most striking things about Miami Springs is our extensive tree canopy. Since the time of the City’s founding, our trees have been an investment in the health, economy and social fabric of our city. Since 1993, The City of Miami Springs has been designated a Tree City by the National Arbor Day Foundation.

Roughly speaking the core of Miami Springs (excluding the more recently annexed areas) is roughly shaped as a triangle with three definable sides. Northwest 36th Street forms most of the southern boundary whilst the Miami River canal forms the northern/eastern boundary. Finally, the Ludlam Canal and Florida East Coast Railroad Yard delimit the western boundary. The City may experience massive destruction if the City is hit by a hurricane, storm, tornado and other natural or manmade disaster.

As a full-service community providing for the economic sustainability of business and residential life, it is essential for the City to provide for the efficient and effective recovery of Debris following a disaster and the necessary monitoring services. While assistance may be available to the City from the state and federal governments, this assistance may not be sufficient to restore the City after a catastrophic disaster. Consequently, the City may need to obtain additional assistance from the private sector to ensure that the needs of the City are addressed promptly. Using a private contractor will enable the City to meet the City’s response and recovery priorities while protecting the health, safety, and welfare of our community, and ensuring the quickest and greatest economic recovery.

The purpose for this Solicitation is to solicit competitive sealed proposals from vendors for the provision of disaster Debris monitoring services as described herein.

This Solicitation will result in the selection of at least one experienced firm to perform monitoring functions on the removal and lawful disposal of disaster-generated Debris (other than household putrescible garbage) from public property and public right-of-ways, and at Temporary Debris Staging and Reduction Sites (“TDSRS”) immediately after a hurricane or other disaster.

The objective of this Solicitation and subsequent contracting activity is to secure the services of an experienced monitoring contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated Debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all Debris. The Successful Proposer must be capable of assembling,

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directing, and managing a work force that can complete the Debris monitoring operations in a maximum of 120 days.

The selected Contractor will be expected to meet the accelerated Debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act (January 2013), whenever possible. Proposer's personnel must be familiar with Debris removal eligibility criteria outlined in the April 2018 FEMA Public Assistance Program and Policy Guide, and any other applicable FEMA, federal, and state regulation.

It is the intent and purpose of the City that this Solicitation promotes competitive selection. It shall be the Proposer's responsibility to advise the Purchasing Division if any language, conditions or requirements, or any combination thereof, inadvertently restricts or limits procurement of the services required by this RFP to a single source.

The City encourages small, minority, and women-owned businesses to participate in this Solicitation. This is not designed to be, nor may it be interpreted as, a means of permitting or facilitating unlawful preferential treatment. Instead, this goal is intended to encourage efforts to eradicate barriers to equal employment opportunities and also to broaden the pool of qualified candidates to include small, minority, and women-owned businesses.

The Successful Proposer will be required to fully document all services it performs, and shall provide records and reports in compliance with FEMA requirements and other Applicable Laws. The Contractor also shall assist the City with its efforts to obtain reimbursement from FEMA.

2.2. Background

FEMA guidelines stipulate that for the City to be able to receive assistance for disaster debris removal from public access roads, right-of-ways, and public property, the City must implement a debris removal management service. This service is provided by independent contractors that are selected by the City to provide this service. Management of debris removal and disposal contractor activities is a critical component in successful debris operations and in the justification and documentation of any application for FEMA Public Assistance funding. The responsibility of these contractors will be to deploy trained debris monitors to observe and document debris removal contractor activities.

As such the City requires the services of a debris-management contractor to support the oversight, management, and technical assistance for the management of debris removal and recovery contractors in accordance with Federal Emergency Management Agency guidelines, policies, and procedures. Proposer(s) must provide field monitors at designated locations to ensure that only eligible debris is being removed and to check and verify information on debris removal and at temporary debris storage and reduction sites ("TDSR") designated by the City.

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2.3. Minimum Qualification Requirements

The City is seeking to procure a qualified and experienced firm with extensive expertise in disaster Debris monitoring services as required by this RFP. The firm must possess a minimum of five (5) years' experience in disaster Debris monitoring services as required by this RFP. The Proposer must have a proven record of successfully completing projects with a similar size, scope, and complexity.

A minimum of three (3) references and a maximum of five (5) references from public entities or project(s) of a similar, size, scope, and complexity that have been completed are to be included in the Response. These references must be from governmental entities for hurricane, tornado, or other Emergency Event debris monitoring experience involving a minimum of 250,000 cubic yards of debris. Failure to submit the reference details may result in the Response being deemed non-responsive. Do not send the reference forms separately from the Response as they will not be considered unless specifically requested to do so by the City. In addition, do not use references for City contracts.

Each firm interested in responding to this RFP must provide information on the firm's qualifications and experience, qualifications of the project team, members and staff, Project Manager's experience, and previous work of similar size, scope and complexity. Responses that do not adhere to the requirements of this RFP may be considered non-responsive and eliminated from the process.

The City will only award a contract to a responsible contractor possessing the ability to perform successfully under the terms and conditions of this RFP. The City will take into consideration such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Each Proposer must submit proof that it has worked on a minimum of three (3) full-service disaster Debris monitoring contracts in which (a) the Proposer was the prime contractor, and (b) the Proposer was responsible for overseeing and monitoring the removal, collection, processing and/or disposal of 1,000,000 cubic yards of Debris. Work performed as a subcontractor is not sufficient to satisfy this requirement.

Each Proposer must demonstrate that it can obtain the insurance required pursuant to this Solicitation.

Each Proposer must demonstrate that it can obtain a Performance Bond in compliance with the requirements of this Solicitation.

2.3.1. Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended will be rejected and will not receive a contract award. The City may also take into consideration whether the contractor has:

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- 2.3.1.1.** Committed fraud or a criminal offense in connection with obtaining or attempting to obtain a contract;
- 2.3.1.2.** Violated Federal or state antitrust statutes;
- 2.3.1.3.** Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, or tax evasion;
- 2.3.1.4.** Made false statements;
- 2.3.1.5.** Violated Federal criminal tax laws;
- 2.3.1.6.** Received stolen property;
- 2.3.1.7.** Committed any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of the contractor;
- 2.3.1.8.** Been indicted for any of the offenses described above; or
- 2.3.1.9.** Has delinquent Federal or state taxes.

2.3.2. Public Policy

A contractor must comply with the public policies of the Federal, State, and local governments. This includes, among other things, past and current compliance with

- 2.3.2.1.** Equal opportunity and nondiscrimination laws
- 2.3.2.2.** Five affirmative steps described at 2 C.F.R. 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and
- 2.3.2.3.** Applicable prevailing wage laws, regulations, and executive orders.

2.3.3. Record of Past Performance

A contractor must be able to provide a satisfactory past performance record, which may include:

- 2.3.3.1.** Sufficient Resources. The contractor has key personnel with adequate experience and subcontractors with adequate experience that will be performing work under the contract.
- 2.3.3.2.** Adequate Past Experience. The contractor has successful past experience in carrying out similar work, including a record of:
 - 2.3.3.2.1.** Having the necessary organization, accounting, and operational controls;
 - 2.3.3.2.2.** Conforming to requirements and standards of good workmanship;

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- 2.3.3.2.3.** Forecasting and controlling costs and showing appropriate budgetary controls;
- 2.3.3.2.4.** Adherence to schedules, including the administrative aspects of performance;
- 2.3.3.2.5.** Reasonable and cooperative behavior and commitment to customer satisfaction;
- 2.3.3.2.6.** Business like concern for the interest of the contractor's customers; and
- 2.3.3.2.7.** Meeting quality requirements.

2.3.4. Financial Resources

The contractor must have adequate financial resources to perform the contract or the ability to obtain such resources. The City may analyze the existing cash flow of the contractor, account receivables, and other financial data as well as existing business prospects in making this evaluation.

2.3.5. Technical Resources

The contractor must have or be able to acquire the required equipment, employees, and other resources to perform the work under the contract.

2.4. General Scope of Service Requirements

The City is seeking proposals for disaster Debris monitoring services, including fixed site monitoring services to assist the City with disaster Debris monitoring services.

This Solicitation will result in the selection of at least one firm experienced to perform monitoring functions on the removal and lawful disposal of disaster-generated Debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at TDSRS immediately after a hurricane or other natural or manmade disaster.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced monitoring contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated Debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all Debris. The Successful Proposer must be capable of assembling, directing, and managing a work force that can complete the Debris monitoring operations in a maximum of 120 days. The Successful Proposer shall meet the accelerated Debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act. Contractor's personnel must be familiar with Debris removal eligibility criteria outlined in the April 2018 FEMA Public Assistance Program and Policy Guide and any other applicable FEMA, federal, and state regulation. The Proposer must have an established management

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team, an established network of resources to provide the necessary personnel, and demonstrable experience in major disaster recovery projects.

The duration of any specific tasks under the Notice to Proceed and the Agreement will be determined by the City. This determination will be set forth in writing in appropriate task orders. The number and types of personnel needed pursuant to this Agreement will be determined by the City and this determination will be included in the appropriate tasks orders. At a minimum, the Proposer will be asked to assign one monitor to each road crew collecting Debris on the field to verify and document the Debris collection operation. Further, Proposer must assign monitors to work on the towers at TDSRS and disposal sites, at central collections points and citizen's drop-off locations. Required personnel includes field debris monitors, fixed sites debris monitors, senior technician, Emergency Operations Manager, supervising monitors, data managers and cost recovery specialists.

The Proposer must have the capability to cover the expenses associated with a major recovery operation prior to the initial payment by the City, and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance.

The Agreement to be awarded under this RFP will be a contingency agreement, which will be activated only in the face of an emergency. No compensation will accrue or be paid to the Contractor unless and until the Agreement is activated, either in anticipation of a natural or manmade disaster or immediately after a disaster occurs.

The Contractor's work must be completed in compliance with FEMA requirements and all other applicable law. The Contractor must prepare and maintain records in compliance with FEMA requirements.

In addition, the following terms apply:

- 2.4.1.** Contractor will supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris monitoring services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by Contractor and labor, materials and equipment used by Contractor, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.

- 2.4.2.** Contractor will disclose current and future debris monitoring contractual obligations within the State of Florida annually throughout the term of the contract to provide reasonable assurance that such obligations will not preclude Contractor from meeting its obligations under this contract. Such disclosure will be provided in report form listing the number of accounts individually, by population served, and percentage of Contractor available resources committed to these other accounts. Report will also indicate available resources dedicated to the City. The expectation is that in the event of a disaster, Contractor will service the City first.

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- 2.4.3.** Contractor will not reassign any personnel or equipment to any other contract within Miami-Dade, Broward, or Palm Beach counties except, including other governments, private businesses, homeowners, or others while actively performing debris monitoring services for the City during an emergency event, without the express written consent from the City.
- 2.4.4.** Contractor's Project Manager or a higher ranking decision-making designee will be physically present at the City's Emergency Operations Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. Contractor's duties will include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.
- 2.4.5.** Contractor will provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.
- 2.4.6.** Contractor will provide the following annual services at the Contractor's expense:
- 2.4.6.1.** Contractor will attend and participate in an annual meeting with the City, usually held in May.
 - 2.4.6.2.** Contractor will prepare and present a written plan of operations, including a clear description of the percentage of work Contractor may subcontract out and a list of subcontractors, at an annual meeting with the City.
 - 2.4.6.3.** Upon request, Contractor will annually review and visit, with City staff, to be used during the coming year.
 - 2.4.6.4.** Contractor will provide phone consultations and reference information to City staff upon request.
- 2.4.7.** Contractor will be paid for any special tasks requested by the City and as agreed to by Contractor and the City based on the hourly rate schedule contained herein.
- 2.4.8.** To the extent required by applicable federal and state regulations, the City must approve all of Contractor's subcontractors prior to their providing service. Contractor will not use a subcontractor or material supplier to whom the City reasonably objects. Contractor will supply the City, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris monitoring subcontractors will work for the Contractor rather than the City. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.

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- 2.4.9.** Contractor agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the City and/or Miami-Dade County the first opportunity when awarding subcontracted work.

2.5. Debris Removal

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of the agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

Each proposal must include a mobilization and implementation plan -- i.e., a plan that explains how the Proposer will provide its services to the City in compliance with the requirements in the Agreement. The plan should include a description of the actions that the Proposer will take to mobilize its resources if the City notifies the Proposer that it wishes to utilize the Proposer's services as a result of an imminent or existing disaster in the City.

The implementation plan must identify the individuals and resources that will be dedicated to the City's work and list all costs associated with personnel (Form 9). Specifically, Proposer shall identify any added value benefits (pro bono publico) related to Debris monitoring or planning that your firm will provide to the City. The Proposer shall include a description of the systematic approach and actions to be taken by the Proposer to provide the services requested.

For the purposes of responding to this RFP, each Proposer should assume hypothetically that the City will be hit by a Category 2 hurricane. The number of hours included in Form 9 is not intended to represent the actual contract amount, but an estimated representation of a typical work week under a Category 2 hurricane. Similarly, the types of personnel included in Form 9 represent the majority of the personnel needed to complete the monitoring operations under this Solicitation and the Agreement. Based on this assumption, each Proposer should identify:

- a. The number and types of personnel available to complete monitoring operations in the City after a Category 2 hurricane, under established industry standards in a maximum of 120 days;
- b. Hypothetical cost as a result of a Category 2 hurricane based on the hourly rate included in Form 9; and
- c. Any other relevant information that will help the City evaluate the Proposer's plan and resources for providing service to the City.

In responding to this RFP, should the Proposer identify a type of staff or personnel not included in Form 9, the Proposer shall (1) include a detailed description of job responsibilities, (2) explain the need for that

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specific staff member or personnel, (3) how said staff member of personnel would be employed, and (4) hourly rate.

2.6. Document Management and Support

Contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

2.6.1. Daily Reports. Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel by job title engaged in debris management operations, and the

2.6.2. Report Maintenance. Contractor will be subject to audit by federal, state and local agencies pursuant to the agreement. Contractor will maintain all reports, records, debris reporting tickets, load tickets and agreement correspondence for a period of not less than three (3) years from project closeout.

2.7. Public Assistance Program and Policy Guide

The Contractor is bound by and must comply with the requirements of the April 2018 FEMA Public Assistance Program and Policy Guide, which is hereby incorporated by reference and available online at this link: <https://www.fema.gov/media-library/assets/documents/111781>.

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SECTION 3

INSTRUCTIONS FOR PREPARING RESPONSE TO RFP

3. INSTRUCTIONS FOR PREPARING RESPONSE TO RFP

3.1. General Instructions

This Request for Proposal (“RFP”) consist of two parts; a technical component (“Technical”) and a Price component (“Price”), both of which when combined constitute the Proposer’s response (“Response”) to the RFP. Proposers submitting a Response to this RFP must submit both the Technical and Price components.

Sealed written Responses must be received by the City Clerk’s Office, 201 Westward Drive, Miami Springs, FL 33166, no later than the date, time, and at the location indicated in Section 3.1.2 of the RFP, in order to be considered responsive. Faxed documents are not acceptable. Responses received at any other location than the aforementioned or after the Proposal submission date and time will be deemed non-responsive and will not be considered.

Only one (1) Response from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFP. Joint Ventures or teaming agreements will not be considered. Subcontractors may be included in more than one Response submitted by more than one Proposer. An individual, firm, partnership, or corporation that submits a Response may not be a subcontractor on another Response submitted under this RFP. Responses from joint ventures will not be considered. Where Proposer is listed as a subcontractor on another Proposal both Proposals will be rejected as non-responsive.

3.1.1. Submittal Instructions

Respondents shall submit their proposals in a sealed package addressed as noted above, bearing Respondent’s name, address and clearly marked as follows: RFP for Emergency Disaster Debris Removal and Emergency Response Services, No. 04/17-18.

All materials are to be submitted on 8 ½ ” X 11” pages, neatly typed with at least 12 point font, with normal margins and spacing, not to exceed 25 pages. All documents and information must be fully completed and signed as required.

All proposals shall include one original with signatures and (1) PDF copy of the entire proposal shall also be included on a thumb drive or other data device.

3.1.1. Submittal Requirements

All proposals shall include a letter of transmittal which shall provide the following:

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- 3.1.1.1.** Identification of the offering firm(s), including name, address and telephone number of each firm.
- 3.1.1.2.** Acknowledgment of receipt of RFP addenda, if any
- 3.1.1.3.** Name, title, address, telephone and e-mail address of contact person during period of proposal evaluation.
- 3.1.1.4.** Signature of a person authorized to bind the offering firm to the terms of the proposal.

3.1.2. Submittal Deadline

The City will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until **2:30 p.m., (EST) on Thursday, April 9, 2020**, at which time they will be publicly opened. Proposals received after the due date and time will be deemed non-responsive and returned unopened.

3.1.3. Changes/Alterations

Responses will be valid and irrevocable for at least 120 days. Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals must be made in writing to the City Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers must not assign or otherwise transfer their Response. A transfer or assignment of the Response will result in the rejection of the Response as non-responsive.

3.1.4. Proposal Submission/Withdrawal

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposal by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide the City the services set forth in these specifications until one of the proposals has been accepted by the City Council. In order to control the cost of preparation, submittals should be limited to a maximum of 25 one-sided pages.

3.1.5. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the individual identified and in the manner prescribed in this RFP. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

3.1.6. Pre-Proposal Conference

No pre-proposal conference will take place for this procurement.

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3.1.7. Questions, Additional Information or Clarification

The City will not respond to oral inquiries. Proposers may submit written inquiries/requests for additional information or clarification (“RFI”) concerning any aspect of this RFP to Zuzell E. Murguido, Procurement Specialist II, at 201 Westward Drive, Miami Springs, FL 33166 via email to murguido@miamisprings-fl.gov. All inquiries must include the Proposer’s name, the RFP number and title, and the number of pages transmitted. All inquiries shall be submitted in writing via email and must be submitted prior to May 20, 2020. Late or mis-delivered requests may not receive a reply. The City will record its responses to inquiries and any supplemental instructions in the form of written addenda and will send written addenda to all proposers who received the RFP. However, it shall be the responsibility of the proposer, prior to submitting their proposals, to contact the City to determine if addenda were issued and if so, to acknowledge and incorporate them into their proposal.

The City will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The City, at its sole discretion, may not issue a response to a RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail.

The Proposer must complete and sign the Acknowledgment of Addenda and include it or copies of the signed Addendum acknowledging receipt, or signed copies of each Addendum, in its Response in order to have the Proposal considered. In the event a Proposer fails to acknowledge receipt of such addenda, the City may, at its sole discretion determine that such failure to acknowledge any or all addendum does not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

3.1.8. Price Proposal

The Price Proposal component of the Response will be opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The price score will be incorporated into the overall rating and ranking of the Responses. The City reserves the right to negotiate costs contained in the Price Proposal should that be deemed in the best interest of the City.

3.1.9. Award of Contract

The City anticipates entering into a contract with the firm or firms that submit the proposal(s) judged to be most advantageous. The selected firm(s) shall be required to sign a contract that incorporates the terms of this RFP. The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. A proposal is not binding until proposals are reviewed and accepted by the City Council and a contract is executed by both parties.

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3.1.10. Contract Execution

Proposer by submission of its Response agrees to the terms and conditions contained in this RFP and further agrees to execute the contract with the terms and conditions as drafted. The Scope of Work provided in the Response, as may be revised during negotiations, will be incorporated into and become part of the contract.

The Scope of Work will be adjusted based a determination of the level(s) of response required for each disaster event. Without diminishing the foregoing, the Proposer may request clarifications and submit comments concerning the terms and conditions of the contract for the City's consideration. None of the foregoing precludes the City, at its sole option, from seeking to negotiate changes to the contract, during the negotiation process or awarding the contract without change.

Upon award of a Contract, the contents of the Response of the Successful Proposer(s) may be included as part of the Contract, at the City's discretion.

Responses that are conditioned to additions, deletions or revisions to the Contract's terms and conditions will be rejected as non-responsive.

3.1.11. Unauthorized Work

The Successful Proposer(s) must not begin any work until the City issues a Notice to Proceed. Such Notice to Proceed will constitute the City's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) will be deemed non-compensable by the City and Proposer will not have any recourse against the City for performing unauthorized work.

3.1.12. Subcontractors

A subcontractor may be an individual or firm who has a contract with the Proposer to assist in the performance of services required under this RFP. Subcontractor(s) will be paid through Proposer and not paid directly by the City. Proposer must clearly identify any subcontractors, including professional services that may be utilized during the term of this contract and include the services they will provide and their ability and qualifications to provide the services. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer(s) and insurance for each Subcontractor must be maintained in good standing and approved by the City throughout the duration of the contract. Neither the Successful Proposer(s) nor any of its Subcontractors are considered to be employees or agents of the City. Failure to list Subcontractors and provide the information required by this RFP may disqualify any proposed Subcontractors from performing work under any contract awarded under the RFP.

3.1.13. Disqualification/Rejection of Responses

This RFP requires the use and submission of specific City Forms. In addition, the RFP requires the submission of additional documents and information. These are must type requirements for being considered responsive. Failure to utilize the City Forms and submit the required documents will result in

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the rejection of the Response as non-responsive and it will not be considered. Modification of, retyping, or any alterations to the City Forms will result in the rejection of a Response as non-responsive.

The City reserves the right to disqualify any Response before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Proposer. The City also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue the Request for Proposals.

Throughout the RFP, the phrases “must” “will” and “will” will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the City or where the City has an open or liquidated claim against a Proposer for monies owed the City at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior City contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

3.1.14. Proposer’s Expenses

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City will not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, and/or anticipation of an award of a contract, and/or to maintain the approved status of the Successful Proposer(s) if a Contract is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

3.1.15. Due Diligence

Proposers should familiarize itself with the City and the potential scope(s) of work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of Successful Proposer(s), in every detail, all of the requirements in the contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation.

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3.1.16. Response Execution

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the appropriate required Certificate of Authority, which is included as part of the RFP.

Anyone signing the Response as agent must include legal evidence of signature authority. Proposers who are nonresident corporations must furnish to the City a duly certified copy of their authorization to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Failure to properly execute the Response may result in the Response being rejected as non-responsive. Proposer understands that by submitting this RFP such submittal does not constitute an agreement or contract with the City.

3.1.17. Certification of Accuracy of Proposal

Proposer by signing and submitting its Response certifies and attests that all Forms, Affidavits and documents related thereto that it has included in its Response, in support of its Response are true and accurate. Any Proposer who submits in its Response any information that is determined by the City, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

3.1.18. Reservation of Rights

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. The City shall be the sole judge of the proposal and the sole ranker of proposals. The City shall recommend the highest-ranked proposal to the City Council. The City Council will decide whether to accept the recommended proposal and enter into an agreement and its decision shall be final. The City reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. The firms, upon request shall provide information the City deems necessary in order to make a determination.

3.2. Technical Proposal

The content and form of the Technical Proposal should present a clear, comprehensive and well documented representation, understanding and commitment of how the Proposer intends to implement and fulfill the requirements and provisions set forth in the Scope of Services and the Contract; and how it intends to administer, coordinate, and complete all requirements of the Services with special emphasis on ensuring compliance with FEMA and other regulatory requirements. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical Proposals.

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3.2.1. Company Declaration

Proposer must complete and submit Form 2, Proposal Information, for this section of its Response.

3.2.2. Executive Summary

Proposer must submit an executive summary that identifies its background, main office(s), and office location that will service the contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should summarize the key elements of the Proposal. The description of the Proposer should also summarize the following:

- 3.2.2.1.** Total number of employees and total number of employees at the location that will perform the work under the contract.
- 3.2.2.2.** Range of services provided.
- 3.2.2.3.** Years of experience that the proposer has in providing similar services.
- 3.2.2.4.** Summary of abilities and experience of the firms' professional personnel.
- 3.2.2.5.** Summary of past performance of the firm on similar projects.
- 3.2.2.6.** Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
- 3.2.2.7.** Brief statement must be included which explains why your proposal would be the most effective and beneficial to the City.

3.2.3. Qualifications and Experience of Proposer

- 3.2.3.1.** Provide a description of the background, history and experience including information related to previous governmental experience. This must include details that cover the minimum years of experience required by the RFP.
- 3.2.3.2.** Provide a description of expertise in performing the proposed work.
- 3.2.3.3.** Provide a description of experience in filing and receiving federal and state reimbursements including information on the percentage of expenses reimbursed through FEMA under previous contracts.
- 3.2.3.4.** Provide a list of current debris monitoring contracts with their current status and completion dates, including identifying the country, city and state. Include an explanation of how these contracts will not adversely affect the Proposers ability to provide the services under the proposed contract with the City.

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3.2.3.5. Explain how the Proposer will manage multiple Florida based debris monitoring contracts, especially as it relates to multiple South Florida (both east & west coast) contracts impacted by the same or simultaneous event(s).

3.2.3.6. References from a minimum of three and a maximum of five (5) references from public entities where a minimum of one disaster event has been successfully completed, within the past five (5) years. The Proposer must have been the primary contractor. At least two of the Disaster Events must each have exceeded \$10,000,000. These references must include:

3.2.3.6.1. Name and address of public entity

3.2.3.6.2. Name of contact person, including person's title, department for which individual works, email address & telephone number.

3.2.3.6.3. Size of the public entity, including number of residents and square mileage

3.2.3.6.4. Scope of work provided

3.2.3.6.5. Event(s) completed

3.2.3.6.5.1. Name of Project/Event

3.2.3.6.5.2. Date event started and completed

3.2.3.6.5.3. Details on scope of work demonstrating it was comparable in size, scope and complexity.

3.2.3.6.5.4. Total reimbursement requested from FEMA, state, insurance, or other sources. Final total reimbursement approved if available.

3.2.3.6.6. Whether the contract is still active.

3.2.4. Qualifications and Experience of Proposer's Staff

Proposer must provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.

3.2.4.1. Number of available employees and supervisors for the contract, including trade/position classifications, such as truck drivers, laborers, etc.

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- 3.2.4.2.** Provide an organizational chart(s) for office/administrative and on-site staff.
- 3.2.4.3.** Describe ability to secure subcontractors and additional personnel, including the use of labor pool companies. Include an overview of the approach to obtaining subcontractor's and additional personnel.
- 3.2.4.4.** Identify the office location for the administration of this project and identify the personnel responsible for the planning and administration of the contract, including; position held previous experience, years with company, years in current position, telephone numbers, and email addresses.
- 3.2.4.5.** Resumes of key personnel and on-site staff to be assigned reflecting their experience on similar projects (maximum 1 page each resume).
- 3.2.4.6.** Provide details on the ability and experience of the field staff related to the work.

3.2.5. Equipment Requirements

Proposals shall include a list of all equipment owned and/or leased by the Contractor that will be used specifically and exclusively for an emergency event within the City pursuant to the Contract.

3.2.6. Certifications

- 3.2.6.1.** Provide proof that it is properly and legally licensed to perform Disaster Monitoring Services.
- 3.2.6.2.** List appropriate licenses as issued by Miami-Dade County and the state and county in which the Proposer is headquartered as well as any other office sites the Proposer may utilize to perform the work under the proposed contract.
- 3.2.6.3.** Copy of the Proposer's current professional registration certificate(s) required to provide the services under the proposed contract.
- 3.2.6.4.** Documents demonstrating the Proposer is properly registered in the State of Florida to provide the proposed services.
- 3.2.6.5.** For corporations, the Proposer must provide a copy of its current Florida Corporate Charter.

3.2.7. Operations Plan

- 3.2.7.1.** Clearly address all aspects of the project proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.

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- 3.2.7.2.** Organizational structure of firm; chain of command; subcontractor's plan.
- 3.2.7.3.** Methods used to complete assigned tasks.
- 3.2.7.4.** Please clearly describe all aspects of the project proposed.
- 3.2.7.5.** Details of your approach and work plans.
- 3.2.7.6.** Methods of mobilization and demobilization.
- 3.2.7.7.** Documenting and resolving issues.
- 3.2.7.8.** Invoicing and data management, including the incorporation of ADMS.
- 3.2.7.9.** Identify any issues or concerns of significance that may be appropriate.

3.2.8. Financial Capacity

- 3.2.8.1.** Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
- 3.2.8.2.** Proposer must provide a notarized letter from a bank verifying an available line of credit in the amount of ten million dollars (\$10,000,000) with their proposal response.
- 3.2.8.3.** Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars (\$10,000,000).
- 3.2.8.4.** Note: Failure to submit the notarized letters required above will result in the Proposal being rejected as non-responsive. The City, at its sole discretion, may allow the Proposer to submit the notarized letter(s) during the evaluation phase of the solicitation.

3.2.9. Forms

Any and all forms referenced in this RFP, including but not limited to the forms listed in Section 5 must be completed in full and delivered to the City with the response. Failure to provide all required forms will result in a proposal being rejected as nonresponsive.

3.3. Price Proposal

3.3.1. Submission of Price Proposal

- 3.3.1.1.** Utilizing Form 9 Price Proposal, the Price Proposal will be submitted in a separate, sealed envelope concurrent with the submittal of the Technical Proposal.

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- 3.3.1.2.** The Price Proposal will be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct costs and expenses, and will also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).
- 3.3.1.3.** The City, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.
- 3.3.1.4.** The points awarded by the Evaluation Committee will be added to the Technical Scores for each Proposer to arrive at the final scoring and ranking, which will determine the Successful Proposer(s).
- 3.3.1.5.** Failure of the Proposer to provide all of the required pricing detail will be cause for rejection of the Response as non-responsive.

3.3.2. Proposal Errors

- 3.3.2.1.** Where Price Proposal forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Response as non-responsive.

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SECTION 4

EXPLANATION OF EVALUATION AND SELECTION PROCESS

4. EXPLANATION OF EVALUATION AND SELECTION PROCESS

4.1. Solicitation Schedule

The following schedule shall govern this RFP. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/Distribution of RFP	March 6, 2020	N/A
3	Closing Date for Bidder Questions	May 20, 2020	5:00 PM
4	City's Answers to Questions by Bidders	May 24, 2020	5:00 PM
5	Bid Proposals Due/Opening	April 9, 2020	2:30 PM
6	Review of Technical Proposals	Week of April 13, 2020	2:00 PM
8	Recommendation & Award at Council Meeting	April 27, 2020	7:00 PM

4.2. Evaluation Procedures

The procedure for response evaluation and selection is as follows:

- 4.2.1.** Request for Proposals issued.
- 4.2.2.** Receipt of Responses.
- 4.2.3.** Opening of Technical Proposals and listing of all Responses received.
- 4.2.4.** Preliminary review of the Technical Proposals by City staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
- 4.2.5.** Review by City Staff to confirm that the Proposer is qualified to render the required services according to all applicable regulations.
- 4.2.6.** The Evaluation Committee ("Committee"), appointed by the City Manager, will meet to evaluate each responsive Response Technical Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
- 4.2.7.** Subsequent to the Committee completing its evaluation and scoring of the Technical Proposals, the Price Proposal will be opened by City staff at the Committee meeting. The

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Committee will conduct a side-by-side cost comparison of the hourly rates of each Proposal listed on Form 9 to assign a point value.

- 4.2.8.** City staff will total the score of each Proposer and advise the Committee of each Proposer’s combined score.
- 4.2.9.** The Committee forwards its recommendation of the most qualified Proposer to the City Manager, inclusive of the ranking of the Responses.
- 4.2.10.** The City Manager will review the Evaluation Committee’s recommendation and make a recommendation to the City Council to award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie, the recommendation of the City Manager will be determined in accordance with the terms of the RFP.
- 4.2.11.** The City Manager will attempt to negotiate an Agreement with the Recommended Proposer(s) prior to submitting the award recommendation to the City Council.
- 4.2.12.** If the City Manager is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the firm will be terminated and the City Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
- 4.2.13.** The City Council will make the final decision on the award(s).

4.3. Evaluation Criteria

Responses will be evaluated according to the following criteria and respective weight:

Category	Maximum Available Points
Qualifications, Experience of the Proposer	35 Points
Qualifications of Team and Staff	30 Points
Knowledge of FEMA Regulations and Procedures	20 Points
Operations Plan	20 Points
Financial Stability	5 Points
Price Proposal	20 Points
	Total: 130 Points

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SECTION 5

FORMS, AFFIDAVITS, AND APPENDICES

5. FORMS, AFFIDAVITS, AND APPENDICES

5.1. Form 1: Response Checklist

5.2. Form 2: Proposal Information Form

5.3. Form 3: Certificate of Authority (Complete one of the two forms as applicable)

5.3.1. Form 3A: Certificate of Authority (for Corporations or Partnerships)

5.3.2. Form 3B: Certificate of Authority (for Individuals)

5.4. Form 4: Acknowledgment of Addenda

5.5. Form 5: Single Execution Affidavit (contains all affidavits listed below)

5.5.1. Americans with Disabilities Act Compliance

5.5.2. Public Entity Crimes Act

5.5.3. Conflict of Interest/Anti-Kickback

5.5.4. Business Entity

5.5.5. Non-Collusion

5.5.6. Scrutinized Companies

**5.6. Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(Compliance with 49 CFR, Section 20.100(b))**

5.7. Form 7: Dispute Disclosure

5.8. Form 8: List of Proposed Subcontractors

5.9. Form 9: Price Proposal

5.10. Form 10: Reference Letters

5.11. Form 11: Form of Performance Bond

5.12. Form 12: Form of Payment Bond

5.13. Appendix A: Federally Required Clauses

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**Form 1
RESPONSE CHECKLIST**

- _____ **Form 1: Response Checklist**
- _____ **Form 2: Proposal Information Form**
- _____ **Form 3: Certificate of Authority (Complete one of the two forms as applicable)**
 - _____ **Form 3A: Certificate of Authority (for Corporations or Partnerships)**
 - _____ **Form 3B: Certificate of Authority (for Individuals)**
- _____ **Form 4: Acknowledgment of Addenda**
- _____ **Form 5: Single Execution Affidavit**
- _____ **Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(Compliance with 49 CFR, §20.100(b))**
- _____ **Form 7: Dispute Disclosure**
- _____ **Form 8: List of Proposed Subcontractors**
- _____ **Form 9: Price Proposal**
- _____ **Form 10: Reference Letters**
- _____ **Form 11: Form of Performance Bond**
- _____ **Form 12: Form of Payment Bond**
- _____ **E-Verify Certification Form**

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**Form 2
PROPOSAL INFORMATION FORM**

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

FIRM NAME

PRINCIPAL BUSINESS ADDRESS

TELEPHONE

FACSIMILE

EMAIL ADDRESS

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

NAME

TITLE

AUTHORIZED SIGNATURE

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**FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____ (the
"Entity") held on _____, 20____, the following resolution was duly
passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to the City of Miami Springs,
and this Entity and the execution of this Certificate of Authority, attested
to by the Secretary of the Corporation, and with the Entity's Seal affixed,
will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

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**FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)**

I, _____ (“Affiant”) being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of
the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit
this Proposal to the City of Miami Springs, and the execution of this Certificate of Authority,
attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned,
personally appeared _____, whose name(s) is/are
subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

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

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

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**FORM 4
ACKNOWLEDGEMENT OF ADDENDA**

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

NAME OF ENTITY

AUTHORIZED SIGNATURE

PRINT NAME

DATE

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**FORM 5
SINGLE EXECUTION AFFIDAVITS**

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

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR BIDDING ENTITY

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of

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business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

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

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

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or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

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

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or

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proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Proposer Initials

Anti-Collusion Affidavit

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

Proposer Initials

Scrutinized Company

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized

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Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.

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In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

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

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

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FORM 6

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

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In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Name of Consultant:

Authorized Signature: _____

Title: _____

Date: _____

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**FORM 7
DISPUTE DISCLOSURE**

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

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

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

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

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**Form 8
LIST OF PROPOSED SUBCONTRACTORS**

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

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**FORM 9
PRICE PROPOSAL**

THIS PRICE PROPOSAL SHALL BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE THAT WILL BE OPENED AFTER THE TECHNICAL PROPOSAL IS REVIEWED, EVALUATED, AND RANKED

The Proposer shall provide the hourly rates requested below. These rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

DEBRIS MONITORING HOURLY RATES		
No.	Description	Rate (per hour)
1	Emergency Operations Managers	\$
2	Data Manager	\$
3	Cost Recovery Specialist	\$
4	Field Supervisor	\$
5	Fixed Site Monitors	\$
6	Environmental Specialist	\$
7	GIS Specialist	\$
8	Supervising Monitors	\$
9	Billing/Invoice Analyst	\$
10	Administrative Assistants	\$
11	Field Monitors	\$

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposal, including the Super Circular Laws and Appendices (Appendix A), relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: _____

Authorized Signature: _____

Title: _____

Print or Type Name: _____

Date: _____

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FORM 10
REFERENCES

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

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity) _____

Total Reimbursement Requested from FEMA, State, Insurance or Other Sources: _____

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

Is the Contract still Active? Yes _____ No _____

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REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity)** _____

Total Reimbursement Requested from FEMA, State, Insurance or Other Sources: _____

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

Is the Contract still Active? Yes _____ **No** _____

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REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity)** _____

Total Reimbursement Requested from FEMA, State, Insurance or Other Sources: _____

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

Is the Contract still Active? Yes _____ **No** _____

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FORM 11
FORM OF PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the City of Miami Springs (the "City"), as Obligee, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract RFP No. 04-17/18, awarded on _____, 2018, with the City, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

1. Performs the Contract between Contractor and City for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays the City all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the City sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
4. Whenever Contractor is, and declared by the City to be, in default under the Contract, the City having performed the City's obligations, the Surety may promptly remedy the default or will promptly:
 - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
 - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

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IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the City; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20____.

FOR THE CONTRACTOR:

WITNESS:

Secretary

(Affix Corporate Seal)

Name of Corporation
By: _____
Print Name: _____
Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____

Telephone: _____

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FORM 12
FORM OF PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the City of Miami Springs (the "City"), as Obligee, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract RFP No. 04-17/18, awarded on _____, 2018, with the City, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND is that if Contractor:

1. Pays the City all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the City sustains as a result of default by Contractor under the Contract; and
2. Promptly makes payment to all claimants as defined by Section 255.05(1), Florida Statutes, for all labor, materials, and supplies used directly or indirectly by Contractor in the performance of the Contract

THEN CONTRACTOR'S OBLIGATION WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- a. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies will within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he/she intends to look to the Bond for protection.
- b. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies will, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- c. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions 2(a) and 2(b) have been given.
- d. Any action under this Bond must be instituted in accordance with the longer of the applicable notice and time limitation provisions prescribed in Section 255.05(2) or 95-11, Florida Statutes.

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

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Signed and sealed this _____ day of _____, 20____.

FOR THE CONTRACTOR:

WITNESS:

Secretary

(Affix Corporate Seal)

Name of Corporation

By: _____

Print Name: _____

Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact

Print Name: _____

Title: _____

Address: _____

Telephone: _____

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APPENDIX A
Federally Required Clauses

Super Circular Law & Appendices

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

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

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

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

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

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

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

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

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct

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covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

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

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

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

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

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

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

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

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity

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awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

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

2 C.F.R. §200.319 - Competition

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

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

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

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

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

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

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

2 C.F.R. §200.320 - Methods of procurement to be followed

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

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- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business;
and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

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(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e)[Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

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

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

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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

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

2 C.F.R. §200.323 - Contract cost and price.

(a)The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b)The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c)Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d)The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e)Reserved

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

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

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

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

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

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

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

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

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

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

(2)The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies,

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procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

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

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

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

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

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

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- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers

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with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to**

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other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 29 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

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

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

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- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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

- (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

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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 (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

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

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. §

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

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

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

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

“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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(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.

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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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (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.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract

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within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

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

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

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Date”

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-

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Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

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

c. Access to Records.

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

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

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS

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agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

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

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

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

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

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to thiscontract.”