

Request for Proposals (RFP)
2023-431-ND

DEBRIS REMOVAL AND DISASTER RECOVERY SERVICES

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SECTION 0100

INSTRUCTIONS TO PROPOSERS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the “proposal”) to the City for the City’s consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the “contractor[s]”) if this RFP results in an award.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE.

For approximately five years, the City of Miami Beach (the City) has had an agreement for debris removal and disaster recovery services. The services under the existing contract include but are not limited to the following: vegetative debris removal, construction and demolition removal (C&D), road clearance, staging, disposal, hazardous waste removal, labor, supervision, equipment, materials, facilities, power, communications, and other services and supplies necessary for, or incidental to, the performance of the debris removal and disposal services. The City has previously utilized the existing contract in response to Hurricane Irma on September 10, 2017. The current contract expires on February 4, 2024.

In order to establish a replacement agreement, this Request for Proposals (RFP) seeks proposals from qualified disaster recovery contractors to provide support to the City during emergency recovery efforts following declared disaster event(s). Because disaster events often result in significant quantities of disaster debris, which can pose a threat to life and property, the City is seeking to establish, in advance of any disaster, a standby, pre-event contract for the removal, management, and disposal of disaster debris under the eligibility guidelines developed by the Federal Emergency Management Agency.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	June 29, 2023
Pre-Proposal Meeting	July 12, 2023 at 10:00 am ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: #
Deadline for Receipt of Questions	July 19, 2023, at 5:00 pm ET
Responses Due	August 14, 2023, at 3:00 pm ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: #
Evaluation Committee Review	TBD

Tentative Commission Approval	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:

Natalia Delgado

Telephone:

305-673-7000 x26263

Email:

NataliaDelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov, or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). A pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via web conference and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 786-636-1480 United States, Miami

Phone Conference ID: #

Proposers who are participating should send an e-mail to the contact person listed in this RFP expressing their intent to participate.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective proposer who has received this RFP by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

9. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

10. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

11. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

12. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall 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 shall 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 during the Contract term.

13. PERISCOPE S2G (FORMERLY BIDSINC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <http://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at support@bidsync.com or 800.990.9339, option 1, option 1.

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14. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self- Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov.

15. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

16. INDEMNIFICATION

Contractor agrees that it will indemnify and hold the Federal Government, its employees and/or their contractors, the State of Florida, its employees and/or their contractors, the County, its employees and/or their contractors, and the Municipality and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract for any work performed.

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SECTION 0200**GENERAL CONDITIONS**

FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES. By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (dated 10.27.2022), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

SOLICITATION TERMS & CONDITIONS – GRANTS AND FEDERAL REQUIREMENTS. By virtue of submitting a bid in response to this ITB, Bidder agrees to be bound by and in compliance with the Contract Provisions for Federal Awards (dated 8/20/20), incorporated herein, located at:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

SECTION 0300

PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire
2. Failure to comply with Minimum Eligibility Requirement (See Appendix A, Section A1).
3. Cost Proposal (See Appendix B).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically) and the Cost Proposal with the bid and by the deadline for submittals shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically) and the Cost Proposal, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

4. ELECTRONIC PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1	Cover Letter & Minimum Qualifications Requirements
1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.	
1.2 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix A, Minimum Requirements and Specifications.	

TAB 2	Experience & Qualifications
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2.1 Qualifications of Proposing Firm. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2 Qualifications of Proposer Team. Provide an organizational chart of all key personnel of the firm and subcontractors to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

TAB 3	Approach and Methodology
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3.1 Submit detailed information on how the proposer plans to accomplish the required scope of services as detailed in Appendix A, Sections A3 – A4.

3.2 Submit a detailed list of any equipment owned or leased by the Bidder.

3.3 Submit a detailed list of any equipment owned or leased by any of the Bidder's subcontractors identified in Tab 2, Section 2.2.

3.4 Provide details on the proposer's approach to subcontracting work, including but not limited to the respondent's processes for selecting and training subcontractors to manage disaster events and any pre-established agreements to expedite subcontractor deployment.

3.5 Submit a sample detailed plan for operating debris management sites for the City of Miami Beach, addressing any applicable State and Federal laws and regulations.

3.6 Submit a sample detailed plan for disaster debris removal operations, including the proposer's approach to mobilization, a proposed schedule/timeline for operations, safety procedures, and a project management approach.

3.7 Provide details on the proposer's approach to identifying and maximizing opportunities to recycle or reuse debris generated by a disaster event(s), with attention to how such opportunities would be implemented for the City of Miami Beach.

3.8 Submit a narrative on how the proposer intends to collaborate with City of Miami Beach agencies, departments, and other agencies before, during, and following a disaster event including participation in and provision of periodic drills and trainings.

3.9 Submit proposer's approach to complying with all FEMA requirements in performing the work in order to mitigate any issues with reimbursements.

3.10 Supplier Diversity (Minority/Women-owned Business Enterprise (MWBE), Small/Disadvantaged Business Enterprise (S/DBE), Labor Surplus Area firms). Submit details on how Proposer plans to incorporate the utilization of Minority/Women-owned Business Enterprise (MWBE), Small/Disadvantaged Business Enterprise (S/DBE), or labor surplus area firms in the required scope of services.

TAB 4	Cost Proposal
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Submit a completed Cost Proposal Form (Appendix B).

SECTION 0400**PROPOSAL EVALUATION**

1. EVALUATION COMMITTEE. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without requiring presentations. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The City Manager will utilize the results to take one of the following actions:

- a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations; or
- b. The City Manager may recommend that the City Commission authorize negotiations or award a contract to one or more firms in accordance with Section 0100, Sub-section 12; or
- c. The City Manager may Recommend that the City Commission short-list one or more firms for further consideration by the Evaluation Committee; or
- d. The City Manager may recommend to the City Commission that all firms, if more than one (1) responsive submittal is received, be rejected.

2. PRESENTATIONS BY SHORT-LISTED FIRMS. If a short-listing of firms responding to this RFP is approved, the short-listed firms may be required to make presentations to and be interviewed by the Evaluation Committee. In further considering the short-listed firms, the Evaluation Committee will utilize the criteria set forth in Sub-section 4 below.

3. TECHNICAL ADVISORS. The City, at its discretion, may utilize technical or other advisers to assist the evaluation committee or the City Manager in evaluating proposals.

4. EVALUATION CRITERIA. Responsive, responsible proposals will be evaluated in accordance with the following criteria:

Qualitative Criteria (Points Assigned by Evaluation Committee)		Maximum Points
Experience & Qualifications (Tab 2)		45
Approach & Methodology (Tab 3)		25
TOTAL AVAILABLE POINTS for Qualitative Criteria		70
Quantitative Criteria (Points Assigned by Procurement Department)		Maximum Points
Cost Proposal		30
Veteran's Preference Points		5
TOTAL AVAILABLE POINTS for Qualitative and Quantitative		105

5. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g. veteran's preference) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in

accordance with the evaluation criteria.

6. QUANTITATIVE CRITERIA. Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing a recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. Procurement Department staff will assign points for the quantitative criteria. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code.

Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

7. DETERMINATION OF FINAL RANKING. The sum of the evaluation criteria points will be converted to rankings in accordance with the example below:

		Bidder A	Bidder B	Bidder C
Committee Member 1	Qualitative Points	82	76	80
	Quantitative Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Qualitative Points	79	85	72
	Quantitative Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Qualitative Points	80	74	66
	Quantitative Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the proposal evaluation process in accordance with Section 0400 does not represent an award recommendation. The City Manager will utilize the results of the proposal evaluation process, and any other information he deems appropriate, to develop an award recommendation to the City Commission, which may differ from the results of the proposal evaluation process and final rankings.

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APPENDIX A

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Minimum Requirements & Specifications

RFP 2023-431-ND
DEBRIS REMOVAL AND DISASTER
RECOVERY SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

A1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

1. Proposer shall demonstrate that it has performed at least three (3) debris removal events, as prime contractor, in the last 15 years, resulting in 250,000 cumulative cubic yards of debris.

Required Submittals: For each client/project reference the following information is required: 1) client name, 2) contact individual name & title, 3) address, 4) telephone, 5) contact's email, 6) narrative on scope of services provided; 7) contract dates of removal services; 8) total cubic yards responsible.

A2. Statement of Work. The City of Miami Beach seeks proposals from qualified disaster recovery contractors to provide technical expertise and guidance to support the City during emergency recovery efforts following declared disaster event(s). Such services include, but are not limited to, the following: vegetative debris removal, construction and demolition removal (C&D), white goods, electronic debris, road clearance, staging, disposal, hazardous waste removal, debris separation, labor, supervision, equipment, materials, facilities, power, communications, security and other services and supplies necessary for, or incidental to, the performance of the debris removal and disposal services described herein. Because disaster events often result in significant quantities of disaster debris, which can pose a threat to life and property, the City has decided to procure, in advance of any disaster, a standby, pre-event contract for the removal, management, and disposal of disaster debris under the eligibility guidelines developed by the Federal Emergency Management Agency.

Bidder agrees that, notwithstanding any stipulation or requirement in this solicitation, all work shall be performed in accordance with all Federal Emergency Management Agency (FEMA) or other applicable federal or state agency requirements for debris removal and disaster recovery services, as may currently exist or be amended. Any applicable FEMA or other federal or state agency requirement that is applicable to the work shall take precedence over any stipulation or requirement stated herein or in any resulting agreement.

The successful Bidder(s) (the "Contractor") is responsible for performing all work within the requirements established by Federal Emergency Management Agency (FEMA) or other applicable federal or state agency requirements for debris removal and disaster recovery services, as may currently exist or be amended. Any work performed that is determined to not be in compliance with said requirements, which results in a denial of reimbursement to the City, shall be at the Contractor's sole responsibility and expense unless the City explicitly and knowingly directs the contractor to do otherwise.

A3. Specifications.

3.1 Minimum Staffing Requirements.

Proposers must familiarize themselves with City's Debris Management Plan, including but not limited to the City's division of its geographic area into 16 work zones.

The Contractor must be able to expand or contract operations based on the size and nature of the disaster and in consultation with the City. However, the Contractor must, within 48 hours of written authorization to proceed by the City, deploy no less than one (1) full debris removal crew in each of the 16 zones, capable of removing a minimum of 200 yards per day to the Temporary Debris Storage and Reduction Sites (TDSR) (see current Federal Emergency Management Agency (FEMA) guidance on debris removal crew and equipment makeup). Contractor must provide all labor, equipment, and materials required to complete any tasks under this contract.

3.2 Debris Removal and Management.

Contractor shall be responsible for the removal and proper management of disaster-related debris posing a threat to life or property. Contractor shall proceed under individual work authorizations approved by the City. Work shall be limited to eligible debris within the scope of work defined by the RFP and relevant FEMA guidelines and regulations.

3.3 Supervision by Successful Proposer.

Under the general oversight of the City, Contractor shall supervise and direct all of its work, workers, subcontractors, and equipment. Contractor is solely responsible for the means, methods, techniques, sequences, safety programs, and procedures utilized. Contractor shall employ and maintain on the work sites a qualified Supervisor(s) who shall have full authority to act on behalf of Contractor, and all communications given to the supervisor in writing by the City shall be as binding as if given to Contractor.

3.4 Technical Assistance.

Contractor shall provide disaster recovery technical assistance to City's Administration. This service shall include debris documentation and management for the FEMA public assistance program, including planning, training, and exercise development.

3.5 Quality Assurance.

Contractor shall provide sufficient supervision and programmatic controls to ensure compliance with procedural and regulatory standards established by FEMA, State of Florida, and the City of Miami Beach.

3.6 Emergency Road Clearance.

Contractor shall accomplish the cutting, tossing, and/or pushing of debris, hanging limbs, or leaning trees from primary roads as identified and directed by the City. The debris shall be stacked on the right-of-way to allow passage of vehicles along the primary transportation routes. To the extent permissible under controlling FEMA debris monitoring guidelines, this work shall be accomplished using the hourly labor and equipment rates provided in the Cost Proposal of this RFP.

3.7 Operation of Temporary Debris Storage and Reduction Sites ("TDSR").

The City currently has one site approved for use as a TDSR, located at 2800 Meridian Avenue, Miami Beach, FL 33139. If an additional TDSR is required, the City of Miami Beach will coordinate site establishment and permitting activities.

The Meridian Avenue site is currently permitted as a green waste facility. The Florida Department of Environmental Protection (DEP) has approved its use as a TDSR in prior tropical storms and

hurricanes. The City makes available any TDSR site to the Contractor at no lease/rent charge; however, the Contractor is responsible for all TDSR operations (including development, preparation, and maintenance of the site during debris operations, including maintaining daily logs, preparing site progress reports, and enforcing safety and permitting requirements during site operations) and for site closure to pre-use conditions in accordance with DEP requirements.

Contractor's TDSR site development, preparation, and facilities maintenance includes installation of entry and exit roads, and interior road(s), placement of temporary facilities such as office space, towers, security, and traffic control devices for the entire period of debris operations through site restoration. If necessary, Contractor shall provide for gravel/lime rock placement for TDSR roads that require stabilization for ingress and egress and all other site developments in accordance with the attached unit cost bid breakdown.

Payment for Contractor's operation, management, restoration, and closure of TDSR shall be a per-cubic-yard price based on the volume of unprocessed vegetative and Construction and Demolition (C&D) debris entering the TDSR.

3.8 Vegetative Debris Removal from Rights-of-Way (ROW) to TDSR within City Limits.

As directed by the City, Contractor shall load and haul all eligible vegetative debris from City owned properties and public ROW to a TDSR within the City limits (see information above regarding approved and potential TDSR locations). This includes fallen tree and limb debris on public property and ROW and hazardous limbs and trees removed by the Contractor and placed on public property or ROW. Payment shall be on a per cubic yard basis.

3.9 Reduction of Vegetative Debris by Grinding at TDSR.

At the City's option, the Contractor may be required to reduce vegetative debris by grinding. Price shall be per cubic yard (volume prior to reduction).

3.10 Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Central Transfer Station.

At the City's option, the Contractor may be required to load and haul vegetative debris reduced by grinding at the TDSR to the Miami-Dade Central Transfer Station located at 1150 NW 20th Street, Miami, FL 33127, in the City of Miami, or another approved location. Price for this line item shall not include tipping or disposal fees. The City shall reimburse the Contractor for actual tipping or disposal fees.

3.11 Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade North Dade Landfill. At the City's option, the Contractor may be required to load and haul vegetative debris reduced by grinding at the TDSR to the Miami-Dade North Dade Landfill located at 21500 NW 47 Avenue, Miami, FL 33055, in the City of Miami, or another approved location. Price for this line item shall not include tipping or disposal fees. The City shall reimburse the Contractor for actual tipping or disposal fees.

3.12 Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Resource Recovery Center.

At the City's option, the Contractor may be required to load and haul vegetative debris reduced by grinding at the TDSR to the Miami-Dade Resource Recovery Center located at 6990 NW 97th Ave,

Doral, FL 33178, or another approved location. Price for this line item shall not include tipping or disposal fees. The City shall reimburse the Contractor for actual tipping or disposal fees.

3.13 Vegetative Debris Removal from Rights-of-Way (ROW) directly to Final Disposal Location.

As directed by the City, and if a TDSR is not utilized, the Contractor shall load and haul all eligible vegetative debris from ROW to final disposal to the facilities identified or other approved location(s). Price for this line item shall not include tipping or disposal fees. The City shall reimburse the Contractor for actual tipping or disposal fees.

3.14 Removal of Hazardous Stumps.

Contractor shall remove hazardous stumps as identified and directed by the City. Stumps must be greater than 24" in diameter (measured 2 feet from the ground). Stump removal shall include backfilling the void with appropriate fill material and hauling the stumps to the TDSR. Payment is for stump removal and backfill only. Stumps will be converted to cubic yards measurement per current FEMA debris management guidelines for hauling purposes and hauled under appropriate line items for vegetative debris. For reduction and disposal purposes, stumps will be considered vegetative debris and handled as such under separate line items.

3.15 Removal of Hazardous Hanging Limbs.

Contractor shall remove hazardous hanging limbs over 2" in diameter (measured as close as possible to the break) from trees on public property and ROW, as identified by the City. The City must identify and approve trees with eligible hazardous limbs prior to removal by the Contractor in order for this work to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the tree's health and avoid future hazardous conditions. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be per tree. Payment for hauling, reduction, and disposal of the hazardous limbs removed and placed on ROW will be handled separately under appropriate line items for loading, hauling, reduction, and disposal of vegetative debris.

3.16 Removal of Hazardous Trees.

Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 54" above ground) from public property and ROW, as identified by the City. Disaster-damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the damaged canopy shall be considered hazardous. Hazardous trees shall be removed and placed on public property or ROW for pickup, removal, and disposal under appropriate line items. The City must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis. If the root ball of an eligible hazardous tree is more than 50% exposed, the stump's removal, disposal, and backfill will be performed and paid under the line item for Removal of Hazardous Stumps upon approval by City.

3.17 C & D Debris Removal from Rights-of-Way (ROW) to TDSR within City Limits.

As directed by the City, Contractor shall load and haul all eligible construction and demolition debris from ROW to a TDSR within the City limits (see information above regarding approved and potential TDSR locations).

3.18 C & D Removal from TDSR to Final Disposal Locations.

As directed by the City, Contractor shall load and haul all eligible C&D debris from ROW to final disposal to the facilities identified in line items 4 – 6. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

3.19 C & D Removal from Rights-of-Way (ROW) directly to Final Disposal Locations.

As directed by the City, Contractor shall load and haul all eligible C&D debris from ROW to final disposal to the facilities identified in line items 4 – 6. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

3.20 Sand Removal, Screening and Replacement (Beach Renourishment).

As directed by the City, Contractor shall screen sand to remove all eligible debris deposited by the event. This process includes the collection of debris-laden sand, transporting the sand to the processing screen located on the beach, processing the debris-laden sand through the screen and returning the sand to the appropriate beach location as directed by City. Debris removed from the sand will be collected, hauled, and processed as ROW debris.

3.21 White Goods Requiring Freon Removal.

Contractor shall remove, transport, and recycle (or dispose of, at Contractor's discretion) all white goods that contain or use Freon, including but not limited to refrigerators, freezers, HVAC units, etc., from public property and ROW. Contractor shall be responsible for any disposal costs. Payment under this item will be per unit. White goods not containing Freon shall be loaded and hauled under applicable line items for C&D debris removal.

3.22 Freon Removal.

As directed by the City, the Contractor shall remove Freon from refrigerators, freezers, and HVAC units. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling. Payment under this item will be per unit.

3.23 Hazardous Waste Removal and Transport.

As directed by City, Contractor shall remove and transport any hazardous waste identified by the City or its representative to the TDSR or other central collection site identified by the City. The Contractor must follow all applicable local, state, and federal laws and regulations concerning this work. No disposal fee is to be included in this line item. The hazardous waste will be segregated in the field and hauled in concentrated loads to the extent practicable. Payment under this item will be per pound.

3.24 Removal, Hauling, and Disposal of Dead Animal Carcasses.

The Contractor shall remove, haul, and dispose of dead animal carcasses as directed by the City. Disposal must be in accordance with federal, state, and local regulations.

3.25 Hauling Reduced Vegetative Debris to Alternative Sites.

At the City's option, the Contractor may be required under this line item to load and haul vegetative debris that has been reduced by grinding at TDSR to alternative disposal locations determined by the City. Price for this line item shall not include tipping or disposal fees. The City shall reimburse Contractor for actual tipping or disposal fees.

A4. Equipment Rates

Immediately following a disaster during the contract term, it may be necessary to perform emergency clearance of primary transportation routes as directed by the City. (Refer to City's Debris Management Plan.) Payment under this item, at the City's option and subject to FEMA guidelines, may be on an hourly basis for manpower and equipment as listed in Group 6, Appendix B, Cost Proposal Form, and in accordance with the submittal instructions therein. This hourly work will only be conducted for a reasonable amount of time following authorization to proceed and as agreed in writing, pending the development of fixed fee/lump work scopes.

A5 Special Conditions

- 1. TERM OF CONTRACT.** The term of the Agreement resulting from this RFP shall be for an initial term of three (3) years.
- 2. OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) additional one-year periods at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful Contractor.
- 3. COST ADJUSTMENTS.** Annually, the Contractor may request, and the city manager may approve, a cost adjustment based on documented cost increases for the following contract year. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Contractor's adjustment request must substantiate the requested increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment or may terminate the agreement and readvertise for bids for the goods or services.
- 4. BACKGROUND CHECKS.** The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this RFP or any resulting Agreement prior to the commencement of said services. No Contractor(s) employee shall be eligible to perform services, pursuant to this RFP or resulting Agreement, if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of its failure to comply with this requirement.

5. **SUB-CONSULTANTS.** The Contractor shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Contractor stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Contractor to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Contractor.

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APPENDIX B

MIAMI BEACH

Cost Proposal Form

RFP 2023-431-ND
DEBRIS REMOVAL AND DISASTER
RECOVERY SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Proposer affirms that the prices stated on the cost proposal form below represent the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

PRICING FOR EACH LINE ITEM OF GROUPS 1-6 SHALL BE BASED ON THE AMOUNT OF DEBRIS LIKELY GENERATED BY A CATEGORY 3 STORM EVENT INFLICTED UPON THE CITY OF MIAMI BEACH.

Group 1: TDSR Operations			
ITEM	DESCRIPTION	UNIT	COST
1.	Operation of Temporary Debris Storage and Reduction Sites ("TDSR")	CY	\$
2.	Furnishing and spreading suitable fill material (gravel base) for temporary roadway	CY	\$
3.	Installing 8-foot chain link fence with windscreen with 20-foot entry gate(s),	LF	\$
4.	Installation of 4-foot protective chain link fence for interior site protection (trees, etc.)	LF	\$
5.	Furnishing and installation of inspection tower	Per Tower	\$
TOTAL GROUP 1 (Items 1-5)			\$

Group 2: Vegetative Debris Management

ITEM	DESCRIPTION	UNIT	COST
6.	Vegetative Debris Removal from Rights-of-Way to a TDSR within City Limits	CY	\$
7.	Reduction of Vegetative Debris by Grinding at TDSR	CY	\$
8.	Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Central Transfer Station	CY	\$
9.	Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade North Dade Landfill	CY	\$
10.	Hauling Vegetative Debris Reduced by Grinding from TDSR to Miami-Dade Resource Recovery Center	CY	\$
11.	Vegetative Debris Removal from Rights-of-Way (ROW) directly to Miami-Dade Central Transfer Station	CY	\$
12.	Vegetative Debris Removal from Rights-of-Way (ROW) directly to North Dade Landfill	CY	\$
13.	Vegetative Debris Removal from Rights-of-Way (ROW) directly to Miami-Dade Resource Recovery Center	CY	\$
	Removal, Hauling, and Disposal of Hazardous Stumps		
14.	Greater than 24" to 36" diameter	Per Stump	\$
15.	Greater than 36" to 48" diameter	Per Stump	\$
16.	Greater than 48" diameter	Per Stump	\$
17.	Removal of Hazardous Hanging Limbs	Per Tree	\$
	Removal, Hauling, and Disposal of Hazardous Trees		
18.	Greater than 6" to 12" diameter	Per Tree	\$
19.	Greater than 12" to 24" diameter	Per Tree	\$
20.	Greater than 24" to 36" diameter	Per Tree	\$
21.	Greater than 36" to 48" diameter	Per Tree	\$
22.	Greater than 48" diameter	Per Tree	\$
TOTAL GROUP 2 (Items 6-22)			\$

Group 3: C&D Debris Management

ITEM	DESCRIPTION	UNIT	COST
23.	C&D Debris Removal from ROW to a TDSR within City Limits	CY	\$
24.	Hauling C&D Debris from TDSR to Miami-Dade Central Transfer Station	CY	\$
25.	Hauling C&D Debris from TDSR to Miami-Dade North Dade Landfill	CY	\$
26.	Hauling C&D Debris from TDSR to Miami-Dade Resources Recovery Center	CY	\$
27.	Hauling C&D Debris from ROW Directly to Miami-Dade Central Transfer Station	CY	\$
28.	C&D Debris Removal from ROW directly to Miami-Dade North Dade Landfill	CY	\$
29.	C&D Debris Removal from ROW directly to Miami-Dade Resource Recovery Center	CY	\$
TOTAL GROUP 3 (Items 23-29)			\$

Group 4: Other Services

ITEM	DESCRIPTION	UNIT	COST
30.	Sand removal, screening, and replacement (beach restoration)	CY	\$
31.	Loading and Hauling White Goods Requiring Freon Removal	Per Unit	\$
32.	Loading and Hauling White Goods (Not Requiring Freon Removal)		
33.	Freon Removal by Qualified Technician	Per Unit	\$
34.	Hazardous Waste Removal and Transport	LB	\$
35.	Removal, Hauling, and Disposal of Dead Animal Carcasses	LB	\$
36.	Bulk Ice, Delivered	LB	\$
37.	Vessel Removal	LF	\$
38.	Removal of biological, radiological, and nuclear contaminated debris	LB	\$
TOTAL GROUP 4 (Items 30-38)			\$

Group 5: Hauling Reduced Vegetative Debris to Alternative Locations

ITEM	DESCRIPTION	UNIT	COST
38.	20 – 30 miles	CY	\$
39.	Greater than 30 Miles – 40 Miles	CY	\$
40.	Greater than 40 Miles – 50 Miles	CY	\$
41.	Greater than 50 Miles – 60 Miles	CY	\$
42.	Greater than 60 Miles – 70 miles	CY	\$
TOTAL GROUP 5 (Items 38 – 42)			\$

Group 6: Equipment Rates. All equipment rates include the cost of the operator, fuel, and maintenance. All labor rates include the cost of personal protective equipment, including but not limited to a hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eyewear.

ITEM	DESCRIPTION	HOURLY RATE
43.	JD 544 Wheel Loader with debris grapple	\$
44.	JD 644 Wheel Loader with debris grapple	\$
45.	Extendaboom Forklift with debris grapple	\$
46.	753 Bobcat Skid Steer Loader with debris grapple	\$
47.	753 Bobcat Skid Steer Loader with bucket	\$
48.	753 Bobcat Skid Steer Loader with street sweeper	\$
49.	30-50 H Farm Tractor with box blade or rake	\$
50.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$
51.	3 – 4 cu. yd. Articulated Loader with bucket	\$
52.	JD 648E Log Skidder or equivalent	\$
53.	CAT D4 Dozer	\$
54.	CAT D5 Dozer	\$
55.	CAT D6 Dozer	\$
56.	CAT D7 Dozer	\$
57.	CAT D8 Dozer	\$
58.	CAT 125 – 140 HP Motor Grader	\$
59.	JD 690 Trackhoe with debris grapple	\$
60.	JD 690 Trackhoe with bucket and thumb	\$
61.	Rubber Tired Excavator with debris grapple	\$
62.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$
63.	210 Prentiss Knuckleboom with debris grapple	\$
64.	CAT 623 Self-Loader Scraper	\$
65.	Hand-Fed Debris Chipper	\$
66.	30 Ton Crane	\$
67.	50 Ton Crane	\$

68.	100 Ton Crane	\$
69.	40 – 60' Bucket Truck	\$
70.	Greater than 60' Bucket Truck	\$
71.	Fuel/ Service Truck	\$
72.	Water Truck	\$
73.	Portable Light Plant	\$
74.	Lowboy Trailer with Tractor	\$
75.	Flatbed Truck	\$
76.	Pick-up Truck (unmanned)	\$
77.	Self-Loading Dump Truck with debris grapple	\$
78.	Single Axle Dump Truck, 5 – 12 cu. yd.	\$
79.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$
80.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$
81.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$
82.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$
83.	Chainsaw (without operator)	\$
84.	Temporary Office Trailer	\$
85.	Mobile Command and Communications Trailer	\$
86.	Laborer, with small hand tools	\$
87.	Skilled Sawman	\$
88.	Crew Foreman with cell phone	\$
89.	Tree Climber	\$
90.	LF of Security Fencing	\$
91.	Ton of Crushed Stone Placed and Graded	\$
92.	Sand Screening Apparatus	\$
93.	Traffic Control Devices	\$
94.	Temporary Light Tower	\$
95.	Site Security Systems (camera etc.)	\$
TOTAL GROUP 6 (Items 43– 95)		\$

TOTAL COST TO THE CITY OF MIAMI BEACH¹	\$
(calculate by adding together the totals for Groups 1,2,3,4,5, and 6)	

¹ The total cost to the City of Miami Beach shall be utilized to allocate Cost Points in the Evaluation of Proposals

APPENDIX C

MIAMI BEACH

Insurance Requirements

RFP 2023-431-ND DEBRIS REMOVAL AND DISASTER RECOVERY SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

The Contractor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if Contractor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.
- D. Professional Liability (Errors & Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.

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APPENDIX D

MIAMI BEACH

2CFR Appendix II to Part 200

RFP 2023-431-ND DEBRIS REMOVAL AND DISASTER RECOVERY SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

This content is from the eCFR and is authoritative but unofficial.

Title 2 — Grants and Agreements

Subtitle A — Office of Management and Budget Guidance for Grants and Agreements

Chapter II — Office of Management and Budget Guidance

Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) 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.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, 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 (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). 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. 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. 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 (29 CFR 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 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 the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, 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 work week. 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.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

APPENDIX E

MIAMI BEACH

Citywide Procedure No. 16.06 Procurement Requirements for Federally Funded Grants and Projects

RFP 2023-431-ND
DEBRIS REMOVAL AND DISASTER RECOVERY
SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH CITYWIDE PROCEDURE	DATE ISSUED: MARCH 2018	Page: 1 Of: 8	SEQUENCE NUMBER: PO.16.06
	DATE UPDATED: AUGUST 2020		
	SUBJECT: PROCUREMENT REQUIREMENTS FOR FEDERALLY FUNDED GRANTS AND PROJECTS.		
RESPONSIBLE DEPARTMENT: PROCUREMENT			

I. PURPOSE. The purpose of this procedure is to comply with the procurement requirements of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200) adopted by the United States Office of Management and Budget. Compliance with 2 CFR Part 200 is a requirement of federally funded grants. This Procedure includes the following exhibit:

- Exhibit A – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

II. APPLICABILITY. This procedure is applicable to the expenditure of any funds, typically generated through federal grants or reimbursements, to which the 2 CFR, Part 200, requirements are applicable. The requirements stated herein shall be strictly adhered to by all employees, regardless of department, who are involved in the procurement of goods and services to which the aforementioned regulations are applicable, including but not limited to: all employees involved in procurement activities (e.g. seeking quotes, submitting requisitions, receiving materials, processing invoices) or the administration of a City contract (e.g., contract or project managers); evaluation committee members; and consultants and technical advisors.

A. City's Procurement Regulations. In addition to any requirement stipulated herein, purchases funded by federal grants shall be in compliance with the City's own procurement regulations, including the requirements of Procedure PO.16.02.

III. CODE OF ETHICS. All employees shall strictly adhere to City Procedure PO.03.01, Code of Ethics for Employees with Procurement Responsibilities, and the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1).

IV. ALLOWABLE FEDERAL PROCUREMENT METHODS (2 CFR §200.320). Absent specific approval from the awarding federal agency (which may also be in the financial assistance agreement or funding agency program regulations), only the following five (5) methods of procurement may be used. Note that the methods and thresholds included herein may vary from the City's regular procurement regulations.

1. **Micro Purchase.** Micro purchases are small purchases made without the need for competition where the purchase price does not exceed \$3,000 in the aggregate (or \$2,000 for construction services covered by the Davis-Bacon Act).
2. **Small Purchase Procedures (Quotes).** Quotes are normally allowed for purchases of goods and services, and construction services under \$100,000. Federal regulation requires an "adequate" number of quotes, but as guidance, it is recommended that a minimum of three (3) quotes should be obtained. A no-bid or no-response does not count as a quote for obtaining multiple competitive quotes.
 - a. For construction-related projects in excess of \$3,000, the applicability of the Davis-Bacon Act must be confirmed prior to seeking quotes. Construction services is defined by the Davis Bacon Act as the *construction, alteration, or repair (including painting and decorating) of public buildings or public works.*

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3. **Formal Sealed Invitations to Bid (ITB).** For the purchase of goods and services, and construction services greater than \$100,000 where cost is the primary determinant for award, an ITB may be used. City ITB procedures and standard practices apply. Cost analysis required when greater than \$150,000.
4. **Requests for Proposals (RFP).** For the purchase of goods and services, and construction services greater than \$100,000 where a combination of qualifications, proposed scope and cost are the determinants for the award, an RFP may be utilized. City RFP procedures and standard practices apply. Cost analysis required when greater than \$150,000.
5. **Requests for Qualifications (RFQ).** An RFQ may only be used for architectural, engineering, landscape architectural, and surveying services, or services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice (See Section 287.055, Florida Statutes) where qualifications is primary the determinant for the award. City RFQ procedures and practices apply. Typically, the RFQ is used for awards in excess of \$35,000. For other goods or services, an RFQ may not be utilized. Cost analysis required when greater than \$150,000.
 - a. The use of continuing contracts must be approved by the awarding agency prior to use.
6. **Non-Competitive Proposals.** Non-competitive proposals are discouraged and are only be allowed only where:
 - (i) the item is available from only one source,
 - (ii) public exigency (urgency) or emergency will not allow the delay for a competitive solicitation,
 - (iii) the federal awarding agency approves a written request, or
 - (iv) after solicitation of a number of sources, competition is not obtained.
 The awarding agency should be notified for approval any time the City intends to enter into a non-competitive contract.
7. **Purchases Pursuant to Piggyback Contracts are Discouraged.** The use of piggyback contracts is strongly discouraged by FEMA and should be avoided. Piggybacking requires prior approval of the Procurement Department after confirming the following:
 - a. The original contract contains appropriate assignability provisions that permit the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions.
 - b. The vendor has, in writing, agreed to transfer all contractual rights of the contract to the City through assignment.

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- c. The original contract was procured in compliance with 2 C.F.R. §§ 200.318- 200.326.
- d. The contract price has been analyzed and determined to be fair and reasonable.
- e. The contract contains all the federally required contract provisions.
- f. The scope of work to be performed falls within the scope of work under the original contract and there are no changes to the contract that fall outside of what was reasonably considered by the parties when they entered into the contract.
- g. The scope of the assigned contract originally procured by the assigning party *does not exceed the amount of property and services required to meet the assigning party's original, reasonably expected needs*. The federal regulations require the recipient or subrecipient to have procurement procedures that preclude it from acquiring property or services it does not need. Therefore, a contract would have an improper original scope if the original party added excess capacity in the original procurement primarily to permit assignment of those contract rights to another entity. Moreover, an assignable contract with an overbroad scope of work may lead to unreasonable pricing and thus should not be used.
- h. The quantities the assigning party acquired, coupled with the quantities the acquiring grantee or subgrantee seeks, do not exceed the amounts available under the assigning entity's contract.

V. ADVERTISEMENT (2 CFR §200.320). Formal solicitations (i.e., ITB, RFP, RFQ) issued pursuant to this procedure, not exceeding an estimated value of \$500,000, shall be publically advertised at least once in a newspaper of general circulation at least 21 days prior to the deadline for receipt of bids or proposals. Formal solicitations (i.e., ITB, RFP, RFQ) issued pursuant to this procedure, exceeding an estimated value greater than \$500,000, shall be publicly advertised at least once in a newspaper of general circulation at least 30 days prior to the deadline for receipt of bids or proposals.

VI. GEOGRAPHICAL PREFERENCES PROHIBITED (2 CFR §200.320). The use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals is prohibited except where applicable federal statutes expressly mandate or encourage such a preference.

VII. COST PLUS A PERCENTAGE OF COST METHOD OF CONTRACTING PROHIBITED (2 CFR 200.323). The cost plus a percentage of cost and percentage of construction cost methods of contracting may not be used.

VIII. TIME AND MATERIALS METHOD OF CONTRACTING DISCOURAGED (2 CFR 200.318(j)(1)). The City may only use time and material type contracts after a determination that no other contract is suitable. When such a determination has been made, the contract must include a ceiling price that the contractor exceeds at its own risk. Additionally, no time or material reimbursement may be based on a cost plus method (See Sec. VII).

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IX. BOND REQUIREMENTS (2 CFR §200.325). Notwithstanding Florida law or City practice, at a minimum for construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (currently \$150,000), the following requirements must be met:

- A. A bid guarantee from each bidder equivalent to five percent (5%) 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.
- C. A payment bond on the part of the contractor for 100 percent of the contract price.

X. FULL AND OPEN COMPETITION (2 CFR §200.319). Federal regulations regarding procurement transactions funded with federal financial assistance require such transactions to be conducted in a manner that provides full and open competition. This means:

- A. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals shall be excluded from being considered for award of such procurements.
- B. Solicitations shall 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 following situations are specifically listed in federal regulations as situations considered to be restrictive of competition and must be avoided:
 - 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 other arbitrary action in the procurement process.
- C. The solicitation shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- D. When a Request for Proposals (RFP) method of solicitation is used, the RFP must identify all evaluation factors and their relative importance. The RFP solicitation shall contain in writing the method for conducting the technical evaluation and any other necessary evaluations of the proposals received. These evaluations may be conducted by the advisory committee appointed to review the proposals (or by a subcommittee thereof) or by a separate technical committee, as set forth in the RFP.

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XI. SPECIFICATION REVIEW. Specifications for the purchase of materials, supplies, equipment and services should permit open and competitive bidding. Requestors are responsible for assuring that the purchase of unnecessary or duplicative items is avoided. Consideration will 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.

XII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. (2 CFR §200.321). The City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. 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;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. 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
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

XIII. RESOURCE CONSERVATION AND RECOVERY ACT (2 CFR §200.322). The City and its contractors shall 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 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.

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The United States Environmental Protection Agency (EPA) maintains a list of items which can be made with or use recovered (recycled) materials. (40 CFR, Part 247). For solicitations regarding the purchase or acquisition of those items for which guidelines have been adopted by the EPA, the requesting City department or division shall specify in its specifications the use of recovered materials and the highest percentage of recovered materials that reasonably may be required consistent with maintaining a satisfactory level of competition. Federal law does not require the procurement of goods that (i) are not reasonably available within a reasonable amount of time, (ii) fail to meet reasonable performance standards, or (iii) are only available at an unreasonable price. Upon the conclusion of any contract requiring the use of recovered materials of an EPA listed item, the project manager from the requesting City department or division shall obtain a statement from the Contractor regarding the actual percentage of recovered materials utilized in the completion of the contract.

XIV. CONTRACT COST AND PRICE (2 CFR §200.323).

- A. Cost or Price Analysis is Required.** A cost or price analysis in connection with every procurement action in excess of the federal Simplified Acquisition Threshold (currently \$150,000) shall be completed. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the requesting department must make or receive independent estimates before receiving bids or proposals.
- B. Negotiation of Profit Requirement.** The City 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.

XV. AWARD TO RESPONSIBLE CONTRACTORS (2 CFR §200.318). Consistent with Section 2-369 of the City Code, the City may only award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. In determining whether a contractor is responsible, consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. A contract may not be awarded to a party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) or to a party listed on the State of Florida's or City's suspended or debarred lists.

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XVI. CONTRACT PROVISIONS. All agreements awarded pursuant to this procedure shall, at a minimum, contain the contract provisions in Exhibit A entitled *Contract Provisions for Non-Federal Entity Contracts under Federal Awards*. The requesting City department or division shall provide the Procurement Department with any additionally required State or federal terms and conditions that must be included in the solicitation and the contract pursuant to a particular grant or award. In addition, the Byrd Anti-Lobbying Amendment Certification and Suspension and Debarment Certification are required as part of the solicitation or the contract.

XVII. CONTRACT OVERSIGHT. The City department or division which requested a solicitation or contract be issued or entered into by the Procurement Department shall be primarily responsible for maintaining diligent oversight over the contract and the contractor to ensure that the contractor performs in accordance with the terms, conditions, and specifications of its contract or purchase order. Written notice shall be provided to the Procurement Department of any situation in which a contractor is not performing in accordance with the terms, conditions, and specifications of its contract or purchase order for appropriate action, which action may be up to and include contract termination.

XVIII. PROCUREMENT FILE (2 CFR §200.318). For contracts awarded which are funded in part or in whole by State or federal financial assistance, the Procurement and Contracts Division project file shall contain the history of the procurement to include:

- A. A copy of the solicitation and all addenda thereto, if any;
- B. A copy of the publication or advertisement of the solicitation (if applicable);
- C. Copies of the quotes, bids, proposals or responses received;
- D. A copy of the Quote/Bid tabulation or selection committee meeting minutes;
- E. A copy of the Council Agenda item approving the contract (if required);
- F. A copy of the resulting contract and/or purchase order;
- G. Copies of any required bonds and/or certificates of insurance; and
- H. For federally funded procurements and contracts, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- I. A screenshot or other documentation reflecting that the party awarded a contract was not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) or on the State of Florida's or City's suspended or debarred lists.

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XVIII. REFERENCE. This procedure is based on the requirements of the “Procurement Standards” (2 CFR §200.317 through §200.326, and Appendix II) of the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (2 CFR Part 200) adopted by the Office of Management and Budget, available via the following link:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

In the event of any conflict between standard City policy or practice and the federal Procurement Standards (now or as may be amended in the future), the federal Procurement Standards shall supersede for any procurement involving federal funds.

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Jimmy Morales

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City Manager

8/31/2020 | 1:43 PM EDT

Date

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

The following provisions shall be applicable to the Contract and shall supersede any conflicting provisions contained elsewhere in the Contract.

A. BREACHES AND DISPUTE RESOLUTION. For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

(1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the City's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the City Mayor for a decision. If there is a disagreement among the parties regarding the decision of the City Mayor's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the City and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within The City of Miami Beach.

(2) Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

B. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The City shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The City shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the City shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately or this Agreement may be terminated by the City. The City reserves the right to avail itself of any and all remedies available at law or at equity, including claims for damages and injunctive relief. The City further reserves the right to suspend or debar the Contractor in accordance with the appropriate City ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the City cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY

(1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

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

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

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

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of this Equal Opportunity clause 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 of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND "ANTI-KICKBACK" ACT (18 USC § 40 U.S.C. 3145). The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply 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. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract:

(1) 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 (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

a) In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates 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. The City will attach a copy of the current prevailing wage determination issued by the Department of Labor to this form.

b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).

c) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) 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.

Contractors and Subcontractors are 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 Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this clause. A breach of this clause 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.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City 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 herein, 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. The City 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 herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause 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 herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the City 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 City must comply with the requirements of 37 CFR 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 the awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251- 1387.

- (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. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, 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.

I. ENERGY CONSERVATION.

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

- (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). 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. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.
- (2) By signing and submitting this form, the Contractor shall also execute and provide the City with, and require all lower tiered contractors to also execute, the certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" attached hereto. The Contractor shall require all lower tier participants to agree that they: a. shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City; and ii. they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to check the Non-procurement List issued by U.S. General Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render

in good faith the certification required by this clause. The knowledge and information of the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If the Contractor or any other lower tier participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the City may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received 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.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. 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:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or (3) At a reasonable price.

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

M. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), the City will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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;
- (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) above.

N. ACCESS TO RECORDS. In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the City, 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.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS. The Contractor hereby acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

P. 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.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

R. NO OBLIGATION BY FEDERAL GOVERNMENT

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

S. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract.

T. INDEMNIFICATION

For any work performed on Federally funded projects, the Contractor agrees to indemnify and hold harmless the Federal Government, its employees and/or contractors, the County, its employees and/or contractors, and the City and its employees and/or contractors from liability to third parties for claims asserted under the contract.

U. E-VERIFY. The Contractor shall 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 shall 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 during the Contract term.