



## NOTICE TO PROPOSERS

### DISASTER DEBRIS MONITORING SERVICES & FINANCIAL RECOVERY ASSISTANCE

**RFP 2025-08-01**

**NOTICE:** Miami Shores Village (“Village”) is seeking a qualified firm to provide emergency debris monitoring services and financial recover assistance and the associated management and accounting services that are required during any emergency. Such events include but is not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks. **Proposals are due no later than 2:30 p.m., Friday, September 5, 2025.**

The successful contractor shall be responsible for monitoring the recovery efforts of the Village's Debris Management Contractor (DMC) in the field in accordance with Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring of debris collection, Temporary Debris Storage and Reduction Sites (TDSR Sites), and residential debris Drop-off Sites, as well as data reporting and other related services.

This project is federally funded through FEMA, or may be funded through the State of Florida and/or other Disaster Grant Assistance Program; therefore, Contractors must complete this project in accordance with applicable regulations contained in Title 2 Code of Federal Regulations (CFR) Part 200, as well as regulations promulgated by Federal Agencies, including OMB, FEMA, and FHWA, as well as Florida agencies FDOT, FDH, NRCS, SFWMD, and FDEP in conjunction with any grant requirements and the Village's needs.

Interested firms may secure the solicitation package and all other pertinent information by visiting the Village website: <https://www.msvfl.gov/departments/procurement/CurrentSolicitations>

The Miami Shores Village website is the preferred sourcing of notices, addenda, proposals and other communications. The Village is not under any obligation and does not guarantee that prospective proposers will receive email notifications concerning the posting, amendments or the close of the solicitation. Prospective respondents are responsible for checking the Village website for information, addendum and updates concerning the solicitation. Unless otherwise noted, RFP documents are available at no charge.

Questions regarding this solicitation shall be submitted in writing to [bid@msvfl.gov](mailto:bid@msvfl.gov) **no later than 5:00 p.m. Tuesday, August 26, 2025.** Responses to those questions considered material to the solicitation will be made available as formal addenda located on the Village's website. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit one (1) original and two (2) copies of duplicate copies of the submission in a sealed package. All copies should be on 8½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the contractor. In addition to the hard copies, an electronic version of the proposal is to be submitted on a USB storage device (flash or thumb drive).

A \$500,000 Payment and Performance Bond will only be required if the contract is called upon due to a debris generating disaster. **Proposers shall submit a letter, with the Proposal submittal, from their surety advising the capability of obtaining the necessary \$500,000 bond should the contract be called into action.** This bond shall be with a Surety insurer authorized to do business in the State of Florida. In place of the bond, an irrevocable letter of credit from a qualified lending institution for \$500,000 may be submitted.

All proposals must be signed, sealed and delivered in person or by mail to the Office of the Village Clerk, Miami Shores Village, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138, **no later 2:30 P.M. on Friday, September 5, 2025**, at which time they will be publicly opened. All packages shall be in a sealed envelope and clearly marked RFP # 2025-08-01 "*Disaster Debris Monitoring Services & Financial Recovery Assistance*". Proposals must have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Late submittals will not be accepted.

The Village will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Any submission may be withdrawn until the date and time set above for the submissions. Facsimile or e-mailed proposals shall be rejected and will not be accepted.

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: Per 2 C.F.R. Part 200

§200.321. Miami Shores Village encourages the active participation of minority businesses, women's business enterprises, and labor surplus areas firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below:

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.

The Village does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Request for Proposals should contact the Village Clerk, Ysabely Rodriguez, at (305)762-4870 or email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov), at least seven (7) days before the date that the accommodation is necessary.

Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for statements of qualifications and to make awards in the best interest of the Village. The Village also reserves the right to separately accept or reject any item or items of a proposal and to award and/or negotiate a contract in the best interest of the Village.

CONE OF SILENCE NOTICE: Pursuant to County Code, public notice is hereby given that a “Cone of Silence” is imposed concerning the Miami Shores Village competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the notice until such time as the Village Manager makes a written recommendation to the Village Council. Other employees and representatives of the Village and the participating agencies are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the Proposer or its representatives. For more information on the “Cone of Silence,” please contact the Village Clerk's Office at 305-762- 4870 or via email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov).

**TENTATIVE SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>TIME &amp;/OR DATE</b>
Issuance of Solicitation (Posting Date)	Thursday, July, 31 , 2025
Question Final Due Date	Tuesday, August 26 , 2025
Proposals will be accepted until	2:30 p.m. Friday, September 5 , 2025
Evaluation Committee to review proposals	TBD
Anticipated Council Award	Tuesday, October 7, 2025

The Village reserves the right to accept or reject any and all RFPs in whole or in part, to waive informalities in the RFP documents, to obtain new RFPs, to postpone the opening of RFPs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFP and proceed by whatever appropriate means it may elect.

## **TABLE OF CONTENTS**

- 1.0 GENERAL CONDITIONS
- 2.0 SPECIAL CONDITIONS
- 3.0 TECHNICAL SPECIFICATIONS
- 4.0 PRICE PROPOSAL FORM
- 5.0 PROPOSAL SUBMITTAL REQUIREMENTS
- 6.0 EVALUATION PROCESS
- 7.0 REQUIRED FORMS AND ATTESTION

### ATTACHMENTS

Attachment A - Federal Aid Grant Requirements  
Attachment B - Appendix to Part 200

- 8.0 Sample Agreement

## 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

**Advertisement for Proposals:** The public notice inviting the submission of bids for the work.

**Bid/Proposal Bond:** A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the Village, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Council.

**Contract:** The written agreement between the Village and the Proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Proposes, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

**Contract Manager:** Miami Shores Village Manager or designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with Miami Shores Village and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change

Order. All contract time shall be measured in calendar days.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the Village's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with Miami Shores Village.

**Owner:** The term Owner as used in this Contract shall mean the Miami Shores Village.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by Contractor, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The Village's authorized representative designated to manage the Project.

**Proposal Form:** The form on which proposals are submitted

**Scope of Service:** Document which details the work to be performed by the Proposer.

**Subcontractor or Sub-Contractor:** Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly,

on behalf of and/or under the direction of the Contractor and whether or not in private of Contract with the Contractor.

**Village:** A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Council consisting of a Mayor, a Vice Mayor and three (3) Village Council members.

**Village Manager:** The Manager of Miami Shores Village, Miami Shores, Florida.

The words **“Work”, “Services”, “Program”, or “Project”**: All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words **“Directed”, “Required”, “Permitted”, “Ordered”, “Designated”, “Selected”, “Prescribed”**, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Village's Contract Manager; and similarly the words **“approved”, “acceptable”, “satisfactory”, “equal”, “necessary”**, or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Village's Contract Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

## 1.2 VENDOR NOTIFICATION

It is the policy of the Village to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. To get solicitation document, specifications and updates go to: <https://www.msvfl.gov>

## 1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

“Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”).

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the “Cone of Silence”. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the project contact herein. Such inquiries or request for information shall be submitted and shall contain the requester's name, address, and telephone number.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist,

or Contractor and the Village's professional staff including, but not limited to Village Council, the Village Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Administrator at [bids@msvfl.gov](mailto:bids@msvfl.gov), Miami Shores Village Purchasing Division, 10050 NE 2<sup>nd</sup> Ave., Miami Shores, FL 33138.

## 1.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Proposer.
- C. Proposers are advised that all Village contracts are subject to all legal requirements provided for in Resolution # 1124-07 and applicable Miami- Dade County Ordinances, State Statutes and Federal Statutes.

## 1.5 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be hand- delivered or mailed by the due/time specified. Late bids will not be accepted.

## 1.6 ADDENDA

The Village may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents.

Proposer(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Village may waive this requirement in its best interest.

## **1.7 REJECTION OF PROPOSAL**

The Village reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

## **1.8 WITHDRAWAL OF PROPOSAL**

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The Village will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the Proposal opening.

## **1.9 LATE PROPOSALS OR MODIFICATIONS**

Only proposals received as of opening date and time will be considered timely. Proposal and modifications received after the time set for the Proposal opening will be rejected as late.

## **1.10 CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the Special Conditions, General Terms and Conditions, the Scope of Services, and the Proposal Submittal Section.

## **1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS**

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal, if made, will be made only by Addendum duly issued. The Village will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract.

## **1.12 INVOICING/PAYMENT**

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after

receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the Proposal form.

## **1.13 NOTICE REQUIREMENTS UNDER THE AGREEMENT**

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

### **To the Village Manager:**

Miami Shores Village  
Office of the Village Manager  
10050 NE 2<sup>nd</sup> Ave.  
Miami Shores, FL 33138  
Phone: (305) 762-4851

and,

### **To the Village Attorney:**

Miami Shores Village  
Office of the Village Attorney  
10050 NE 2<sup>nd</sup> Ave.  
Miami Shores, FL 33138  
Email: VillageAttorney@msvfl.gov

### **To the Contractor:**

Notices will be sent to the Proposer at the e-mail address and to the person listed in the Proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

## **1.14 EMPLOYEES**

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of Miami Shores Village. The Proposer shall supply competent and physically capable employees and the Village is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

## **1.15 AWARD OF PROPOSAL**

The Village shall compensate the Contractor for the services performed. Compensation shall be based on per unit cost and direct labor hours at specified hourly rates, including labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs.

The Village also reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the process.

- A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.
- B. Responsiveness: In order to be considered responsive to the solicitation, the firm's Proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

## 1.16 PROTESTS

- A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the ("Proposer")) who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the Village Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the RFP.
  - 1. Any protest concerning the RFP specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Village Manager and Village Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

- B. The Village may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The Village Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Village Manager and the Village Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall be bound by the determination of the Village Manager and the Village Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Village Manager and the Village Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, the Village Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Village and attorney's fees incurred by the Village in defense of such wrongful action.
- F. Distribution. A copy of each decision by the Village Manager and the Village Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the Village shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the Village Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the Village.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Village concerning the subject matter of

the protest.

- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the Village Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and Village Council, the Village Attorney, or designee, shall present a report to inform the Mayor and Village Council of any legal issues relative to any protest filed in connection with the RFP in question.
- K. The determination of the Village Manager and the Village Attorney with regards to all procedural and technical matters shall be final.

#### **1.17 AGREEMENT**

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the Village for execution. The Village will provide a copy of the fully executed agreement to the awarded Proposer.

#### **1.18 DISQUALIFICATION OF PROPOSERS**

A Proposer may be disqualified temporarily or permanently, and his/her Proposal(s) rejected for:

Poor performance or default, in the Village's opinion, on previous contracts with the Village. Poor performance or default, in the Village's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract.

#### **1.19 SUBCONTRACTING**

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the Village. The Proposer shall furnish in writing to the Village the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the Village has made reasonable and timely objection. The final Subcontractors list shall be presented to the Village.

#### **1.20 ASSIGNMENT**

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village and Village's approval.

#### **1.21 DEBARRED OR SUSPENDED PROPOSERS**

The Proposer or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal Village or agency.

#### **1.22 FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the Village. The Village as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### **1.23 COLLUSION**

The proposer, by affixing his signature to this Proposal, agrees to the following: "Proposer certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation, making a Proposal for the same items, or the initiating Village Village, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

#### **1.24 PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

- A. The Contractor shall be liable and responsible for any and all claims made against the Village for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Village's continued use of the deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.

The Contractor shall be solely responsible for determining and informing the Village whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Village may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment, use thereof would delay the Work or be unlawful.

## **1.25 PUBLIC RECORDS LAW**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the Village provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Village are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Village shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a Proposal/response non-responsive.

## **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,**

**FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELE: NUMBER: (305)762- 4870, EMAIL:[RODRIGUEZY@MSVFL.ORG](mailto:RODRIGUEZY@MSVFL.ORG) AND MAILING ADDRESS:VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2<sup>ND</sup> AVENUE, MIAMI SHORES, FLORIDA 33138.**

## **EXCEPTIONS TO PROPOSAL**

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

## **1.26 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Proposer shall indemnify and hold harmless the Village and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement.

Nothing herein shall be construed to extend the Village's liability beyond that provided in Section 768.28, Florida Statutes.

### **1. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Miami Shores Village guarantees the payment of all just claims for materials,

supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

- b. To the extent provided by law, Miami Shores Village shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Miami Shores Village, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Miami Shores Village hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Miami Shores Village's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Miami Shores Village to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Miami Shores Village to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Miami Shores Village agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or sub consultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement: "To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the Miami Shores Village and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor. The foregoing indemnification shall not constitute a waiver of the Department's or

Miami Shores Village's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify Miami Shores Village for the negligent acts or omissions of Miami Shores Village, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

#### **1.27 COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Village of Labor regulations (29 CFR Part 3).

#### **1.28 CHOICE OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

#### **1.29 CLAIMS**

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### **1.30 MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

#### **1.31 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida

Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.32 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or Contractor under contract with any public entity, and may not transact business with any public entity.

### **1.33 DRUG-FREE WORKPLACE PROGRAM**

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form with their Proposal.

### **1.34 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Proposers shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your Proposal being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the Village within five (5) calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

### **1.35 ACCESS TO RECORDS**

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. In accordance with Subsection 20.055 (5)(c), F.S., the Inspector General and staff shall have access to any records, data, and other information of the Agency deemed necessary to carry out his or her duties. The Contractor agrees to make available to the Village Auditor or the Village Auditor's designee, during normal business hours and in Broward, Miami- Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for five (5) years after the final payment under this Agreement, until all pending audits, investigations or

litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Village of State, whichever is later.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELE NUMBER): (305) 762-4870, EMAIL [RODRIGUEZY@MSVFL.ORG](mailto:RODRIGUEZY@MSVFL.ORG) AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2<sup>ND</sup> AVENUE, MIAMI SHORE, FL 33138**

### **1.36 MIAMI SHORES BEST INTEREST**

Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Village.

### **1.37 INSURANCE REQUIREMENTS**

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the Proposer shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the Village the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by Miami Shores Village.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village.

The selected firm shall provide a Certificate of Insurance listing Miami Shores Village and the Florida Department of Transportation as "Certificate Holder" and "Miami Shores Village and the Florida Department of Transportation" is Additional Insurance as respect to coverage noted."

The certification or proof of insurance must contain a provision for notification to the Village thirty (30) days in advance of any material change in coverage or cancellation.

#### **A. WORKER'S COMPENSATION INSURANCE**

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Miami Shores Village and its agents, employees and officials. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

#### **B. LIABILITY INSURANCE**

- a. Naming Miami Shores Village and Florida Department of Transportation as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

#### **C. COMPREHENSIVE GENERAL LIABILITY**

Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars

(\$50,000.00) per occurrence, unless otherwise stated by exception herein.

#### **COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY**

Insurance covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

#### **D. WAIVER OF SUBROGATION**

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

#### **E. DEDUCTIBLE**

Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

#### **F. FAILURE TO MAINTAIN COVERAGE**

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Village. The Village shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village's Risk Management Division.

**NOTE: VILLAGE OF MIAMI SHORES VILLAGE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under

this section or under any other section in the Agreement.

#### **1.38 PERFORMANCE AND PAYMENT BOND:**

If a performance bond is required in Special Conditions, the Contractor shall provide a bond in the amount of \$500,000.

#### **1.39 VILLAGE WEBSITE**

The Village utilizes the following procedures for notification of proposal opportunities: <https://www.msvfl.gov>

Miami Shores Village website is the preferred sourcing of notices, addenda, Proposals and other communications. The Village is not under any obligation and does not guarantee that prospective Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Prospective Proposers are responsible for checking the Village website for information and updates concerning solicitations. Unless otherwise noted, Proposal documents are available at no charge. It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

#### **1.40 DISCLAIMER**

Miami Shores Village may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or waive any formalities or irregularities in the process. Proposals that are not submitted on time and/or do not conform to Miami Shores Village's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of Miami Shores Village, to be the most qualified, shall be submitted to Miami Shores Village Council, and the final selection will be made thereafter with a timetable set solely by Miami Shores Village. The selection by Miami Shores Village shall be based on the RFP, which is, in the sole opinion of the Village Council, in the best interest of Miami Shores Village. In all cases Miami Shores Village shall have no liability to any Proposal for any costs or expense incurred in connection with this RFP.

#### **1.41 CONFIDENTIALITY**

As a political subdivision, Miami Shores Village is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of Miami Shores Village's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included

in its Proposal.

#### **1.42 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described, and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Village's Contract Manager.

The Proposer acknowledges that the Village shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **1.43 PAYMENT FOR SERVICES / AMOUNT OBLIGATED**

The Proposer warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The Village shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Village and experienced, and licensed the Proposer.

All Services undertaken by the Proposer before Village's approval of this Contract shall be at the Proposer's risk and expense.

#### **1.44 PROPOSALS FIRM FOR ACCEPTANCE:**

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the Village for a period of one hundred twenty (120) days from the date of Proposal opening unless otherwise stated in the RFP.

#### **1.45 MANNER OF PERFORMANCE**

A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Proposer in all aspects of the services. At the request of the Village, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.

B. The Proposer agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services hereunder at the behest of the Village. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.

C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the

requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Proposer shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

**The Proposer shall comply with all provisions of all Federal, State, and local laws, Statutes, Ordinances, and regulations that are applicable to the performance of the Agreement.**

#### **1.46 INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent Contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Village shall be that of an independent Contractor and not as employees and agents of the Village.

The Contractor does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in the Agreement.

#### **1.47 AUTHORITY OF THE VILLAGE'S PROJECT MANAGER**

A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under

the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- B. The Proposer shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
  - a. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises. The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.
  - b. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a

decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.

- c. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Village reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **1.48 MUTUAL OBLIGATIONS**

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

#### **1.49 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractor and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of five (5) years from the expiration date of the Agreement and any extension thereof.

#### **1.50 SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the

Contractor's Proposal, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **1.51 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Village were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

#### **1.52 SEVERABILITY**

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

#### **1.53 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation, or material misstatement.
- B. The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Village, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Village's right to terminate this Agreement for convenience.
- D. The Village, through its Village Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving effective within fifteen (15) days following receipt by

the Contractor of such notice. If the Contract is terminated for convenience by the Village, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
  - 1. Stop work on the date specified in the notice ("the Effective Termination Date").
  - 2. Take such action as may be necessary for the protection and preservation of the Village's materials and property.
  - 3. Cancel orders.
  - 4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
  - 5. Take no action which will increase the amounts payable by the Village under the Agreement.
- G. In the event that the Village exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
  - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - 2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

- H. All compensation pursuant to this Article is subject to audit.

#### **1.54 EVENT OF DEFAULT**

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered deliverables on a timely basis.
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
5. The Contractor has failed to obtain the approval of the Village where required by the Agreement.
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

- B. When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested

assurances within the prescribed time frame, the Village may:

1. Treat such failure as a repudiation of the Agreement.
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- C. In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.55 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

#### **1.56 PROPRIETARY RIGHTS**

- A. The Proposer hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the Proposer hereunder or furnished by the Proposer to the Village and/or created by the Proposer for delivery to the Village, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the Village, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Proposer to meet

official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.

- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.
- C. Accordingly, neither the Proposer nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Village, except as required for the Proposer's performance hereunder.

#### **1.57 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Dept. of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All Consultants and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

- F. "Conflicts of Interest" Section 2-11 of the Miami-Dade County Code,
- G. Florida Building Code (FBC).
- H. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.
- I. Neither Miami Shores Village nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of Miami Shores Village or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to Miami Shores Village, Miami Shores Village, with prior approval of the Florida Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by Miami Shores Village or the locality relating to such contract, subcontract or arrangement.

#### **1.58 FORCE MAJEURE**

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the Village or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or

renegotiate the Agreement.

## **1.59 NONDISCRIMINATION**

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the Village, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

## **1.60 CONFLICT OF INTEREST/COVENANT AGAINST CONTINGENT FEES:**

The Proposer warrants that no person or agency has been employed or retained to solicit or obtain this contract upon agreement or understanding for a contingent fee.

Further, the Proposer represents that:

No officer, director, employee, agent, or other Contractor of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

A. There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a Proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other Contractor of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work,

to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or Contractor to the Contractor or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.

- B. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the Village Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.
- C. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- D. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the Village's Attorney. Proposer shall thereafter cooperate with the Village Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

## **1.61 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Proposer, its employees, agents, subcontractors, and suppliers, without the express written consent of the Village:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any Contractor, Village, board, agency, Council or other organization

or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and

- C. Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the Village, except as may be required by law.

#### **1.62 BANKRUPTCY**

The Village reserves the right to terminate this contract if, during the term of any contract the Proposer has with the Village, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

#### **1.63 GOVERNING LAW/VENUE**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

#### **1.64 SURVIVAL**

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Proposer and the Village under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

#### **1.65 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Village employee. Only those communications which are in writing from an authorized Village representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the Village as duly authorized expressions on behalf of Proposer.

#### **1.66 PROHIBITION OF INTEREST**

No contract will be awarded to a proposing firm who has Village elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the Village's Proposer lists, and

prohibition from engaging in any business with the Village.

#### **1.67 NO CONTINGENT FEES**

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

#### **1.68 E-VERIFY**

Any Contractor/subcontractor assigned to perform responsibilities under its contract with a State agency is required to utilize the US Village of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of:

- (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and
- (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

#### **1.69 BUDGETARY CONSTRAINTS**

In the event the Village is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

#### **1.70 SOVEREIGN IMMUNITY**

Nothing in the Agreement shall be interpreted or construed to mean that the Village waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

#### **1.71 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473**

As a condition precedent to the effectiveness of this Agreement, subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary,

Florida Village of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

**END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 COMPETENCY OF PROPOSERS**

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

### **2.2 PERFORMANCE OF SERVICES**

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Village may be rejected.

### **2.3 CONTRACT TERM**

The contract term shall be for a three year term with two one year renewals and shall commence upon final execution of the contract by the Village and shall.

### **2.4 UNAUTHORIZED WORK**

The Successful CONTRACTOR(s) shall not begin work until a Contract has been awarded by the Village Council and a notice to proceed has been issued. CONTRACTOR(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the CONTRACTOR(s) following Council award; however, receipt of a purchase order and/or task order shall not prevent the CONTRACTOR(s) from commencing the work once the Village Council has awarded the contract and notice to proceed is issued.

If the Proposer is awarded a contract under this solicitation, the price agreed between the Village and the selected Proposer shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and authorization of the Village.

### **2.5 REQUESTS FOR INFORMATION**

For Requests for Information (RFI) prior to the Proposal opening, the Proposer is to follow this procedure. For information concerning specifications please contact [bids@msvfl.gov](mailto:bids@msvfl.gov). Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFP.

### **2.6 PROPOSER AS AN INDEPENDENT CONTRACTOR**

It is expressly agreed that the Proposer is an independent CONTRACTOR and not an agent of Village. The Proposer shall not pledge or attempt to pledge the credit of Village or in any other way attempt to bind the Village.

### **2.7 PROPOSER'S REPRESENTATIONS**

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

## **2.8 PERSONNEL**

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

## **2.9 REQUIRED LICENSES AND CERTIFICATIONS**

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

## **2.10 PERFORMANCE AND PAYMENT BOND**

A \$500,000 Payment and Performance Bond will be required if the contract is called upon due to a debris generating disaster. This bond shall be with a Surety insurer authorized to do business in the State of Florida. In place of the bond, an irrevocable letter of credit from a qualified lending institution for \$500,000 may be submitted.

## **2.10 FEDERAL CONTRACT PROVISIONS**

### **1. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

a) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c) 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.

d) 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.

e) 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

g) CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965,

so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

2. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

Not applicable to this Contract; applicable only for prime construction contracts in excess of (\$2,000.) CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

3. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(Not applicable to this Contract; applicable only for prime construction contracts in excess of \$2,000.) CONTRACTOR shall comply 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 the CONTRACTOR and COUNTY is 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 COUNTY must report all suspected or reported violations to the appropriate Federal agency.

A. CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

B. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the

clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply 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 and its subcontractors shall 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.

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

(Not applicable to this Contract.) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient 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 sub recipient 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.

6. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall 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).

7. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide 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." The Excluded Parties List System in SAM 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. The Vendor/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 while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

9. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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. Their websites and contact information can be found at [www.SBA.gov](http://www.SBA.gov) and [www.MBDA.gov](http://www.MBDA.gov).

10. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

11. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I))

Vendors 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. If not provided with the bid response, Vendor must complete and submit the Certification Regarding Lobbying Form within three business days of Village's request.

liquidated damage amounts from the monies due to Vendor for the work under this Contract, or as much thereof as the VILLAGE may, at its own option, deem just and reasonable.

**2.19 LIQUIDATED DAMAGES (in accordance with 2 CFR §200.326 Appendix II to Part 200 (A))**

1. The work to be performed under this Contract shall be commenced as detailed in the Specifications. As a breach of contract would cause a substantial delay in the completion of the required services which affect the safety and welfare of the public, the Village hereby incorporated the following liquidated damages.

2. These amounts are not a penalty but liquidated damages to the Village. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the VILLAGE as a consequence of such delay. Vendor acknowledges and agrees that damages to VILLAGE from untimely completion are extremely difficult to determine, and accordingly, the Vendor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

a. Failure of the Vendor to meet the 48 hour mobilization requirements as detailed in the Specifications and Requirements. Fee: \$1,000 per calendar day.

b. Failure of the Vendor to repair damage(s) caused by the services provided by the Vendor and its subcontractors under the Contract. Fee: \$500.00 per incident.

3. Application of Liquidated Damages does not release the Vendor from the responsibility of resolving or repairing damage(s).

4. The VILLAGE is authorized to deduct

### **3.0 TECHNICAL SPECIFICATIONS**

#### **3.1 PURPOSE AND INTENT**

Miami Shores Village ("Village") is seeking a qualified firm to provide emergency debris monitoring services and financial recovery assistance and the associated management and accounting services that are required during any emergency. Such events include but is not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks. The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Village during the response to an exigent situation, as well as to restore the public areas to a normal condition. Contract services shall only be performed when requested and as designated by the Village, by approved Notice to Proceed issued by the Village.

**This request for proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part in reimbursement under the Public Assistance Program.**

The successful Proposer ("Contractor") shall be responsible for monitoring the recovery efforts of the Village's Debris Management Contractor (DMC) in the field in accordance with Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring of debris collection, Temporary Debris Storage and Reduction Sites (TDSR Sites), and residential debris Drop-off Sites, as well as data reporting and other related services. The Contractor shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

The successful Contractor shall provide all expertise, personnel, materials, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris. Activities shall include, but are not limited to monitoring the following: field operations regarding all storm generated debris; debris pickup; debris hauling; debris staging and reduction; temporary debris storage site management; debris management; and final disposal of debris to an approved facility.

The awarded Contractor shall be knowledgeable of, and comply with, all applicable rules, Regulations, policies, and guidelines established by FEMA, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over response and recovery actions.

This request for proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part in order to be eligible for reimbursement under the Public Assistance Program.

#### **3.2 DESCRIPTION OF MIAMI SHORES VILLAGE**

Miami Shores Village is vibrant community situated in Miami-Dade County and is located in close proximity to I-95 and just north of downtown Miami. The Village has a resident population of approximately 11,570 and was incorporated in 1932.

### 3.3 MINIMUM QUALIFICATION REQUIREMENTS (MQR)

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the requirements listed in this RFP. To be evaluated, all requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the criteria outlined in this document. Proposers failing to meet these requirements may be deemed non-responsive.

The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the criteria requirements as stated in this document.

3.3.1 Proposing Firm must have three (3) active contracts with government agencies of similar size, scope and complexity and specifications as stated in this RFP within the last five (5) years. List contract(s) of similar scope currently in effect within the State of Florida. Name the Municipality/County/agency, date the Contract was initially executed, date of subsequent renewal(s), and Expiration Date.

3.3.2 Proposing Firm shall provide a minimum of three (3) reference letters in which Contractor served as Primary Firm for services of similar size, scope and complexity within the last five years. All of the references must be from government entities for debris monitoring experience.

### 3.4 DEFINITIONS

The term **Authorized Representative** – Village employees and/or contracted individuals designated by the Village or Village Debris Manager

The term **"Aerial Photographs"** means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites, located within Dade County, for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

The term **"Chipping"** shall mean reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations.

The term **"Choke Point"** means an inspection site where all trucks must pass.

The term **"Clean as You Go Policy"** shall mean clearing all debris from each street or work zone on the first pass, whenever possible.

The term **"Contract Manager"** shall mean the Village's representative duly authorized by the Village Manager to provide direction to the DMC regarding services provided pursuant to this RFP.

The term **"Construction and Demolition Debris (C&D)"** shall mean damaged components of buildings and structures such as lumber and wood, gypsum wallboard,

glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

The term "**Debris**" shall mean scattered items and materials either broken, destroyed or displaced by a natural disaster, measured in cubic yards "CY". Example: trees, construction and demolition material, personal property.

The term "**Debris Clearance**" shall mean the clearing of the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

**Debris Monitor (Or Contractor)** means the successful Contractor, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

**Debris Management Contractor (DMC)** means the firm under contract with the Village to provide disaster debris collection (hauling) services and its subcontractors.

**Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

**Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the Village Contract Administrator or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

**FDEP** means the Federal Department of Environmental Protection.

**FDOT** means the Florida Department of Transportation.

**FEMA** means the Federal Emergency Management Administration.

**FWC** means the Florida Fish and Wildlife Commission.

**FHWA** means the Federal Highway Administration.

**NRCS** means the Natural Resources Conservation Service.

The term "**Hazardous Waste**" shall mean material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:

- a. Toxic
- b. Flammable
- c. Corrosive
- d. Reactive

Examples of household hazardous waste includes small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline oils, swimming pool chemicals, pesticides, propane gas cylinders.

The term "**Hazardous Stump**" shall mean an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

"**Mixed Debris**" means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

The term **Project Manager** means the Contractor's representative authorized to make and execute decisions on behalf of the Contractor.

The term "**Rights-of-Way**" shall mean the portions of land over which a facility, such as highways, railroads, and power lines are built. Includes land on both sides of the highway up to the private property line.

The term **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

The term "**Tipping Fee**" shall mean a fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

The term "**Vegetative Debris**" means clean, woody debris and other organic materials that can be chipped and mulched.

The term "**White Goods**" means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

### **3.4 TERM OF AGREEMENT AND RENEWALS**

The contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the Village Council, or Village Manager, unless otherwise stipulated in the Notice of Award letter; and contingent upon the completion and submittal of all required proposal documents. The successful Contractor shall be awarded a contract for three (3) years with the option to renew the contract for one (1) additional two (2) year period, for a total of five (5) years.

3.4.1 In the event services are scheduled to end due to the expiration of this contract, the Contractor shall continue the service upon the request of the Village. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The successful Contractor shall be compensated for the service at the rate(s) in effect when the Village invokes this extension clause. Any continuation of the contract beyond the initial period, and any option subsequently exercised shall be at the sole discretion of the Village, and not a right of the

Contractor. Renewals shall be exercised only when such continuation is clearly in the best interest of the Village.

### **3.5 SCOPE OF SERVICES:**

The work to be performed under the Contract shall consist of the following:

- 3.5.1 Ensuring all eligible debris removal operations activities are documented and tracked specific to the FHWA-Emergency Response (ER) Program, the FEMA Public Assistance (PA) Program or other applicable Federal, State, or local agencies.
- 3.5.2 Documentation of the number of Debris Hauling Contractor (DHC) crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
- 3.5.3 Completion of truck certifications, equipment certifications, and establishment of a quality assurance / quality control (QA/QC) program throughout the life of the project.
- 3.5.4 Standardized tickets/logs documenting the eligible debris removal and/or disposal activities by the applicable program FHWA - ER or FEMA PA, and/or other Federal, State, or local programs as outlined in and in accordance with the Debris Management Plan.
- 3.5.5 Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal, which includes photos, GPS, coordinates, street, or milepost identifier, and/or other information as available and applicable.
- 3.5.6 Environmental authorizations and/or permits, as applicable.
- 3.5.7 Daily electronic spreadsheet summaries of cubic yards/tons removed, hauled, and disposed by the Federal program. The daily summary shall be communicated to Village Manager or designated Contract Administrator.
- 3.5.8 Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
- 3.5.9 Assist VILLAGE in creating field maps using GIS, as well as track and present the DHC's progress in GIS.
- 3.5.10 Organize, maintain, and provide electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the Village upon the completion of the project.
- 3.5.11 The awarded contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of the Contract and shall require and enforce similar compliance with all subcontractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their

entirety. All awarded contractors must take affirmative steps to utilize small and minority businesses and women business enterprises and labor surplus firms.

3.5.12 Miami Shores Village, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

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.

### **3.6 PRE-EVENT REQUIREMENTS**

- 3.6.1 The awarded contractor will meet with Village Staff and its debris hauler(s) in a pre-hurricane season annual meeting on or before April 30th of each year to exchange information and review applicable policies and procedures regarding preparedness activities.
- 3.6.2 The awarded contractor will attend one (1) meeting when the Village is within five days of the forecasting cone and;
- 3.6.3 Attend one (1) meeting per day to provide preparation status while the Village is within three-day of the forecasting cone.
  - 3.6.3.1 Attendance at these hurricane preparedness meetings may be through telephone conference call with the Village Manager or his designee.
- 3.6.4 Contractor will prepare a staffing table forecasting the number of monitors potentially needed based on Category one through Category five storm events with projected amount of debris.
- 3.6.5 Contractor will provide a list of key personnel and subcontractors that may be

involved in the disaster debris monitoring activities to include cell phone numbers and email addresses.

### **3.7 POST-EVENT REQUIREMENTS**

- 3.7.1 Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors.
- 3.7.2 Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
- 3.7.3 Contractor shall provide debris generation estimate and an appropriate monitoring staff plan to the Village Manager or designated Contract Administrator for approval within 24 hours of the Notice to Proceed issued by the Village.
- 3.7.4 Contractor shall provide the required dedicated staffing to include administrative and data entry capability for the Village and decentralized from other operational responsibilities.
- 3.7.5 Contractor shall provide a fully dedicated truck certification team as needed during the recovery period.
- 3.7.6 Contractor shall establish a temporary command center within 24 hours of the storm passing. Contractor will then establish a permanent, fully operational, command center within 2 days of the storms passing and will maintain it for the duration of the recovery effort. The command center will be provided at no additional cost to the Village.

### **3.8 WORK HOURS**

- 3.8.1 Contractor recognizes that the period for reimbursement by FEMA for debris removal is limited.
- 3.8.2 Under this contract the selected firm will be required to be on call 24 hours of the day, 7 days a week and have a dedicated point of contact. The point of contact must be in the area and available in person within 24 hours after an event. In the case of a pending hurricane strike, the Contractor will be required to be in the area prior to the arrival of the pending storm due to the fact that it may be difficult to get into the area after a storm has passed. If the selected firm has multiple contracts of this nature the selected firm must provide the names of the parties and the type of contract entered into. It is the Village's goal to enter into a contract with a firm that can provide the contracted services required without competing for resources.
- 3.8.3 The Village's Debris Hauling Contractor shall notify the Debris Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a "pre-load" ticket may be written for a full load only.

### **3.9 LIQUIDATED DAMAGES**

Should the firm fail to complete requirements set forth in this scope of work, the Village will suffer damage. The amount of damage suffered by the Village is difficult, if not impossible to determine at this time.

- 3.9.1 The firm shall pay the Village, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the Village with the resources required to begin debris removal operations within twenty-four (24) hours of being issued Notice to Proceed. The Debris Monitor will make every attempt to perform the awarded services within the time frame(s) requested. Repeated failure to timely perform services may result in termination of the Agreement for cause and shall be cause in need for the Village to procure in the open market services meeting or similar to those specified in the Agreement and obligate the Debris Monitor to pay the Village any increase in costs occasioned thereby.
- 3.9.2 These amounts are not penalties but liquidated damages to the VILLAGE. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the VILLAGE as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time.

### **3.10 CONTRACTOR'S ADMINISTRATION AND PAPERWORK**

The Village intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract.

- 3.10.1 The Contractor shall use load tickets, provided by the DMC, to track and document the removal and management of Eligible Debris. The Contractor shall ensure that load tickets meet the requirements of FEMA and other federal or state reimbursement agencies. The Contractor shall retain original completed tickets on behalf of the Village, which shall be turned over to the Village daily. Copies of completed load tickets shall also be retained by the Contractor, vehicle driver, subcontractor, and DMC.
- 3.10.2 The Contractor shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared Presidential disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes. This may also include documenting Village forces used immediately before or after the storm event.
- 3.10.3 The Contractor shall provide regular reports throughout the emergency event, including updates for the daily briefing meetings; reports on the review and

validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR Site as well as a total for all TDSR Sites; and a final report following completion of debris recovery operations.

- 3.10.4 The Contractor will assure that all forms that are being utilized are the most current and are in compliance with applicable FEMA and related state and federal reporting guidelines etc.

### **3.11 TRACKING DOCUMENTATION AND REIMBURSEMENT**

- 3.11.1 Contractor shall provide a data entry/data manager to load tickets to track and document the removal and management of all Eligible Debris. Contractor shall ensure that load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Contractor shall retain original completed tickets on behalf of the Village, which shall be turned over to the Village, daily. Copies of completed load tickets shall also be retained by Contractor, vehicle driver, subcontractor, and DMC. Additionally, load tickets shall be scanned into a master electronic file with a summary spreadsheet identifying each truck and ticket.

Each load ticket shall contain the following information:

1. Municipality (Applicant)
2. Prime Contractor name.
3. Sub-Contractor name.
4. Load ticket number.
5. Truck ID number and capacity
6. Truck Driver name.
7. Date and time of pick up, loading.
8. Date and time of delivery, unloading.
9. Pick up location (street address or primary street between specific area).
10. Loading Information
11. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
12. Total cubic yards picked up.
13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
14. Load Monitor Printed Name and Signature.
15. Dump Monitor Printed Name and Signature.
16. GPS.
17. Inspector.
18. Unloading Information.

- 3.11.2 Contractor shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared disaster, this may require documenting times that manpower and equipment are actively used in order to document time-and- material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.

- 3.11.3 Contractor shall assist the Village in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies. Contractor shall provide daily reports throughout the disaster event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDMS as well as a total for all TDMSs; and a final report following completion of debris recovery operations.
- 3.11.4 Supervising the preparation of detailed estimates and submitting them to the Village/County debris manager. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes.
- 3.11.5 Overseeing the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager serves as the Village's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues. Contractor shall retain all such documentation for at least ten (10) years following a disaster or emergency event.

### **3.12 TRUCK CERTIFICATION**

Monitoring firm will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurements, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each TDSRS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

### **3.13 FINANCIAL MANAGEMENT & RECOVERY SERVICES**

The selected firm will be expected to provide financial management and recovery services to include general post-disaster grant management and administration services. Specific services may include:

- 3.13.1. Damage Assessment: Deployment of a disaster response team to assist with identifying, documenting, and quantifying disaster related damages.
- 3.13.2. Eligibility Consultation: Assessment of damage inventory to determine primary and secondary funding sources for repairs.
- 3.13.3. Project Ranking: Review of damage inventory or mitigation project listing to assign priorities to projects based on urgency and benefit.
- 3.13.4. Financial Advisory: Assist clients with marrying local cost share requirements to

funding sources.

- 3.13.5. Benefit Cost Analysis: Utilize industry recognized benefit and costing processes to accurately quantify the value of funding projects and initiatives.
- 3.13.6. Feasibility & Effectiveness Studies: Develop studies to demonstrate the practicality of a repair or mitigating project, as well as the sufficiency of protection offered by the project.
- 3.13.7. Site Survey & Legal Description Review: Gather necessary parcel information to confirm that acquisition and relocation projects are carried out legally.
- 3.13.8. Appraisal & Valuation Services: Develop replacement cost and market value assessments to serve as the basis of award for grant applications.
- 3.13.9. Data Management: Implement data management system to ensure that grant related data is gathered and stored in a manner that meets grant application and reporting requirements.
- 3.13.10. Document Management: Implement document management tool to provide web-based, point and click document storage and viewing.
- 3.13.11. Grant Application Development: Compile, assemble and organize required documentation, for application to grant program.
- 3.13.12. Contractor Invoice Reconciliation: Reconcile contractor requests for payment with substantiating field documents and grant funding sources.
- 3.13.13. Compliance Reporting: Compile, assemble and organize statistics, project progress and metrics.
- 3.13.14. Project Scoping: Develop scopes of work that achieve grant recipient objectives while satisfying funding and regulatory requirements of federal, state and local agencies.
- 3.13.15. Insurance Adjusting/Subrogation: Gather and review insurance policies, claims and settlements in order to ensure non-duplication of benefit on an insured loss.
- 3.13.16. Eligibility Appeals: During instances of funding de-obligations, drafting of compelling appeals for funding deficiencies.
- 3.13.17. Grant Closeout/Reporting: Provide final reconciliation of expenditures to grant funding applications and award documents.
- 3.13.18. Report Preparation: Prepare appropriate reports for submission to FEMA and/or other federal and state agencies for reimbursement
- 3.13.19. Reimbursement Consulting: Instruct the Village on the requirements in order

to obtain FEMA and/or other federal and state agency reimbursements

- 3.13.20. Record Management: Keep and maintain the necessary records, documents, pictures, and all other data required in order to obtain reimbursements from FEMA and/or other federal and state agencies
- 3.13.21. Establishment of Maintenance of Accounting Records: Records of costs incurred under the terms of this agreement shall be maintained and made available upon request to the Village at all time during the period of this agreement and for five years after the event closeout by FEMA/FHWA. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.
- 3.13.22. Documentation of Project Costs: All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.
- 3.13.23. Comprehensive mitigation programs: to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 3.13.24. Other Services: Other Services as Directed by the contract manager.

### **3.14 CONTRACTOR PERSONNEL**

- 3.14.1 The Contractor shall secure at its expense all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the Village.
- 3.14.2 The Contractor's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP and other application federal, state or local agency regulations and policies is required. If necessary, Contractor personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services. All contractor personnel shall comply with FEMA requirements.
- 3.14.3 Prior to the start of the work, ALL personnel to be utilized for services under this Contract shall have completed training relevant to the duties they will be performing, and on the most current Federal, state, and local requirements and the procedures established for this Contract in order to comply with all cost reimbursement requirements.
- 3.14.4 Personnel that will be performing or supervising work in the TDMS tower shall be physically able to climb and descend the tower's access ladders/staircases which

are typically at least ten feet in height.

- 3.14.5 The Project Manager shall have experience in disaster debris management relevant to the services provided under the Contract.
- 3.14.6 Data Manager shall have experience working with a relational database management system relevant to the services provided under the Contract. The Data Manager will work under the supervision of the Project Manager.
- 3.14.7 The Field Operations Manager shall have experience in disaster debris management relevant to the services provided under the Contract. The Field Operations Manager will work under the supervision of the Project Manager.

### **3.15 CONTRACTOR'S PERSONNEL JOB RESPONSIBILITIES**

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors.

- 3.15.1 Project Manager: The primary functions of the Project Manager shall be to manage and supervise all debris monitoring services provided by the Contractor and to serve as the point-of-contact between Contractor and the Village.
- 3.15.2 Debris Monitoring Field Supervisor – Contractor shall provide one debris monitoring field supervisor for no more than ten (10) debris loading site monitors. Services shall include, but are not limited to:
  - 3.15.2.1 Overseeing and supervising loading site and disposal site debris monitoring activities.
  - 3.15.2.2 Scheduling debris monitoring resources and deployment timing – communicating and coordinating with Village personnel.
  - 3.15.2.3 Providing suggestions to improve the efficiency of the collection and removal of debris.
  - 3.15.2.4 Coordination of daily activities and future planning.
  - 3.15.2.5 Contact with debris management/dispatch center or supervisor.
  - 3.15.2.6 Identifying, addressing and troubleshooting any questions or issues that could affect work area safety and eligibility.
  - 3.15.2.7 Supervising, recording/documenting, and ensuring the accurate measurement of load hauling compartments and accurately computing the volume capacity in cubic yards (CY).
  - 3.15.2.8 Documenting the condition of truck hauling compartment conditions by using digital photographs.

- 3.15.2.9 Preparing a master log book of all hauling equipment used by the Village's debris removal contractor(s).
- 3.15.2.10 Compiling, reconciling, and documenting daily, in an electronic spreadsheet, all eligible debris hauled by the debris removal contractor(s).
- 3.15.3 Debris Monitors –Contractor shall provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. The Contractor's field personnel shall be identifiable with safety vests and vehicle placards. Personnel shall include, but are not limited to:
- 3.15.3.1 Debris Loading Site Monitors – to perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract requirements and initiate debris removal documentation utilizing load tickets. Services shall include, but are not limited to:
1. Monitoring collection activity of trucks.
  2. Check and verify information on debris removal operations.
  3. Issuing load tickets at loading site for all loads.
  4. Monitor area for safety concerns, ensure traffic control needs are met and all vehicles and equipment are operated in a safe manner.
  5. Ensure all Freon containing appliances are sorted and ready for Freon removal onsite or transportation for Freon removal off-site prior to final disposal.
  6. Pre-work inspection of areas to identify potential issues such as covered utility meters, fire hydrants or mailboxes to mitigate damage from loading equipment.
  7. Document damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible - collect pertinent information and report to field supervisor).
  8. Ensure work area is clear of debris to the specified level before equipment is moved to new loading area.
  9. Monitor and record performance and productivity of debris removal crew.
  10. Contact with debris management/dispatch center or supervisor.

11. Ensure only eligible debris is collected for loading and hauling.
12. Ensure that only debris from approved public areas is loaded for removal.
13. Ensure all loads are properly contained prior to leaving the loading area.
14. Performing other duties as assigned by the Project Manager or designated debris management personnel.

3.15.3.2 Debris Tower/Site Monitors - Contractor shall provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services shall include, but are not limited to:

1. Accurately measure load hauling compartments and compute volume capacity in CY for all contractor trucks and trailers prior to commencement of hauling operations.
2. Document measurements and computations - complete log of contract hauler's cubic yardage and other record keeping as required on the load ticket.
3. Initial each load ticket before admitting trucks to proceed from the check-in area to the tipping area.
4. Contact with debris management/dispatch center or supervisor.
5. Performing other duties as assigned by the dispatch/staging operation, Project Manager, or designated debris management personnel.

3.15.3 Clerical/Data Entry Supervisor -Contractor shall provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services shall include, but are not limited to:

- 3.15.3.1 Supervising the preparation of detailed estimates and submitting them to Village personnel.
- 3.15.3.2 Implementing and maintaining an electronic disaster debris data management system linking the load ticket and debris management site information. Reconciliation of data and photographic documentation processes.
- 3.15.3.3 Provide daily, weekly, or other periodic reports in an electronic format for Village personnel noting work progress and efficiency,

current/revised estimates, project completion, and other schedule forecasts/updates.

3.15.4 Clerical Staff/Data Entry Clerk - Contractor shall provide clerical staff/data entry clerk(s) as required to enter load tickets information into the contractor's information management system and respond to specific directions from data entry supervisor.

3.15.5 FEMA Reimbursement Manager - Manages the preparation and submittal of FEMA documentation.

### **3.16 SUBCONTRACTORS**

1. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.
2. Contractor acknowledges that it is completely responsible for the actions or inactions its subcontractors.
3. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors.
4. Contractor shall be solely responsible for timely paying its subcontractors.

### **3.17 SAFETY AND HEALTH STANDARDS**

The Contractor shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway and while supervising the Debris management Contractor ("DMC Contractor") to these standards. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety. Contractor will identify any possible health/safety risks during debris monitoring and collecting activities and immediately address any deficiencies. This includes appropriate use of Personal Protective Equipment (PPE); vehicle spacing and traffic concerns both in the field and at the Temporary Debris Management Sites (TDMS) and ensuring any equipment used is appropriate for the task and is operating correctly. All work must be performed following EPA requirements and OSHA safety standards and regulations.

### **3.18 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

If property (public or private) is damaged while contractor is performing work specified or is re- moved for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to Miami Shores Village prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not

be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Public Works Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

### **3.19 PAYMENT AND HOURLY RATES**

3.19.1 The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both Village and Contractor. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.

3.19.2 All hourly rates shall include mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

3.19.3 Billable time shall include hours when debris-hauling trucks are in operation, as well as reasonable start-up and close of day actions. Billable time shall be supported with daily timesheets or other documentation approved, in writing, by the Contract Administrator.

3.19.4 All standardized tickets/logs, forms, reports, and other deliverables shall be accurately and correctly submitted. The Contractor shall not bill and shall not be paid for time spent by any personnel to correct a standardized ticket/log, form, report, or other deliverable.

3.19.5 No overtime rates will be paid by the Village; unit rates shall include applicable overtime.

3.19.6 Invoices will be processed for payment only after approval by the Village Manager or designated Contract Administrator.

3.19.7 Contractor shall be responsible for reviewing the deliverables and invoices of the DHC and TDMS contractors, and for certifying consistency with the CONTRACTOR's deliverables and invoices and for resolving any discrepancies that may exist.

3.19.8 Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Village Finance Department Director and Contract Administrator.

### **3.20 MEDIA INTERACTION:**

The contractor, including all sub-contractors, shall not provide any information to the media without the expressed written permission of the Village Manager. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official shall be directed to the Village Manager. The contractor shall disseminate this requirement to all employees and sub- contractors on the project.

**END OF SECTION**

## **SECTION 4.0 PRICE PROPOSAL THIS FORM IS REQUIRED**

Miami Shores Village (“Village”) will not be responsible for expenses incurred in preparing and submitting the technical and price proposal. The Village reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the Village.

The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with Miami Shores Village to perform and furnish all Work as specified or indicated in the Contract Documents and in accordance with the other terms and conditions of the Contract Documents.

In submitting this proposal, the Contractor represents, as more fully set forth in the Agreement, that:

- The Contractor has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Contractor has studied carefully all specifications and requirements.
- The Contractor has given Miami Shores Village written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Miami Shores Village is acceptable to the Contractor.
- THIS PROPOSAL IS GENUINE AND NOT MADE IN THE INTEREST OF OR ON BEHALF OF ANY UNDISCLOSED PERSON, FIRM OR CORPORATION AND IS NOT SUBMITTED IN CONFORMITY WITH ANY AGREEMENT OR RULES OF ANY GROUP, ASSOCIATION, ORGANIZATION, OR CORPORATION; THE CONTRACTOR HAS NOT DIRECTLY OR INDIRECTLY INDUCED OR SOLICITED ANY OTHER CONTRACTORS TO SUBMIT A FALSE OR SHAM PROPOSAL; THE CONTRACTOR HAS NOT SOLICITED OR INDUCED ANY PERSON, FIRM OR CORPORATION TO REFRAIN FROM PROPOSING; AND CONTRACTOR HAS NOT SOUGHT BY COLLUSION TO OBTAIN FOR ITSELF ANY ADVANTAGE OVER ANY OTHER CONTRACTORS OR OVER MIAMI SHORES VILLAGE.

**PART A: - POSITIONS OR EQUIVALENT - HOURLY RATE**

Line #	Position or Equivalent		RATE
1)	Project Office / Principal	hourly rate	\$ _____.
2)	Project Manager	hourly rate	\$ _____.
3)	Operations Manager	hourly rate	\$ _____.
4)	FEMA or Other Assistance Manager	hourly rate	\$ _____.
5)	Field Supervisor	hourly rate	\$ _____.
6)	Field Monitor	hourly rate	\$ _____.
7)	TDMS and Drop-Off Site Monitors	hourly rate	\$ _____.
8)	TDMS / Drop-Off Site Security	hourly rate	\$ _____.
9)	Data Manager	hourly rate	\$ _____.
10)	Data Support Personnel	hourly rate	\$ _____.
11)	GIS Specialist	hourly rate	\$ _____.
12)	Operations Specialist	hourly rate	\$ _____.
13)	Engineer / Scientist / Professional	hourly rate	\$ _____.
14)	Environmental Consultant	hourly rate	\$ _____.
15)	Environmental Field Technician	hourly rate	\$ _____.
16)	Administrative Support	hourly rate	\$ _____.
17)	Data Manager	hourly rate	\$ _____.
18)	FEMA Reimbursement Manager	hourly rate	\$ _____.
19)	Data Entry Clerk (Paper tickets as backup if needed)	hourly rate	\$ _____.
20)	OTHER POSITION: STATE HERE: _____	hourly rate	\$ _____.
21)	OTHER POSITION: STATE HERE: _____	hourly rate	\$ _____.

**PART B - AERIAL PHOTOGRAPHS - PRICE PER ITEM**

Line #	Item / Description - Or Equivalent	PRICE
22)	Aerial Photo Package (Five (5) Photos per flight, different locations)	\$ _____.
23)	Photograph Copy Per Photo (Duplicate of Original Approved Photo)	\$ _____.
24)	Additional Photographs Per Photo (same flight, same location, different view)	\$ _____.
25)	Additional Location (One (1) photo, same flight, different location)	\$ _____.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF CONTRACTOR TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. MIAMI SHORES VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE CONTRACTOR TO THE TERMS OF ITS OFFER.**

Signature: \_\_\_\_\_  
(Signature of authorized agent)

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## **SECTION 5.0 PROPOSAL FORMAT**

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFP. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below. The Respondent shall submit in accordance with the content and format requirements set forth in this RFP. The Proposal shall be written in sufficient detail to permit Miami Shores Village to conduct a meaningful evaluation. The proposal must include the following information:

### **COVER AND DIVIDERS**

Cover must be clearly marked with the RFP number and project title; the Proposer's firm name, address, telephone number, and name of contact person; and the date. **Section dividers for each of the sections listed below should be included.**

### **COVER LETTER / LETTER OF INTRODUCTION**

The cover letter / executive summary should be signed by the Proposer's representative who is authorized to negotiate terms, render binding decisions and commit the Proposer's resources.

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation. It should include the firm address, telephone number, name of contact person, and date of the Proposal. The Letter of Intent must include "Proposal to Miami Shores Village RFP No. 2025-08-01 – Miami Shores Disaster Debris Monitoring and Financial Recover Assistance" in the subject line.

### **1. PROPOSAL NARRATIVE:**

The proposal narrative shall include the following:

1. Name of business
2. Mailing address/ website address /phone number.
3. Names of persons to be contacted for information or services if different from name of person in charge.
4. State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
5. Date business was organized and/or incorporated, and where.
6. The physical location of the office from which the work is to be done and the number of professional staff employees at the office.

7. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
8. State if the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

**2. DISASTER RECOVERY EXPERIENCE AND CAPABILITY TO PROVIDE SERVICES (SCORED MAXIMUM 40 POINTS)**

1. Describe the firm's expertise and experience in performing proposed work.
2. Describe the firm's experience in filing and receiving Federal and State reimbursements.
3. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
4. Identify the contact person and supervisory personnel who will perform the services, including the relative experience of all professionals proposed for use on the team in the planning and administration of the services.
5. Provide resume(s) of key persons and on-site staff to be assigned to the contract with emphasis on their experience with similar work.
6. Explain the ability and experience of the field staff in the performance of said services.
7. For Office Staff and On-site Staff show the organization chart as it relates to the services, indicating key personnel and their relationship.
8. If the Contractor proposes to use subcontractors in the course of providing these services to the Village, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the services including professional services, along with their abilities and qualifications as related to the contract's specific requirements and their ability to accomplish the work specified herein.

**3. OPERATIONAL PLAN (SCORED MAXIMUM 25 POINTS)**

1. Define methods used to complete assigned tasks and clearly describe all aspects of the proposed plan of action for Miami Shores Village. The Operational Plan shall clearly address all aspects of the services proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, documentation procedures, quality assurance, quality control, customer service plans, onsite emergency response and communications, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command, organizational and procedural

graphics. Include information regarding subcontractors.

3. The Village encourages participation from small businesses, women's business enterprises, minority-owned firms and labor surplus area firms pursuant to Federal and State law as outlined in 2 C.F.R. Part 200.321. Provide firm's approach and plan to apply and adhere to the "affirmative steps" with regard to engagement of subcontractors in the performance of this contract.
4. List of current and future debris management contractual obligations with their current status and projected termination dates. Describe in detail the ability to manage activation of multiple contracts.

**4. PAST PERFORMANCE – REFERENCES (SCORED MAXIMUM 25 POINTS)**

1. Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description of the work completed. Proposer should note whether it was part of a joint venture and, if so, whether it was the Primary or Secondary Contractor.
2. Proposing Firm must send three (3) references within proposing Firm's proposal submission. Details of References should include the following:
  - A. Name and location of the project.
  - B. Contract Type.
  - C. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
  - D. Nature of the firm's responsibility on the project.
  - E. Project owner's representative name, address, phone number, and e-mail address.
  - F. Project duration and the date the project was completed or is anticipated to be completed.
  - G. Size of project including number of residents
  - H. Cost of project.
3. Explain history of FEMA reimbursements, including;
  - A. Closed, active, pending FEMA disputes, audits or lawsuits.
  - B. Explanation of unrecovered FEMA reimbursements.

- C. Please supply contact names, title, telephone number, fax number and email address from these firms that will be able to verify the quality and accuracy of the documents that they have reviewed from your firm.

**5. COST PROPOSAL**

All fees for the award of contract as outlined in Section 4.0 Price Proposal.

**6. LAWSUITS AND LITIGATION.**

1. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
2. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

**7. REQUIRED FORMS:**

All required forms, attachments, licenses and certificates of insurance.

**Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.**

## **SECTION 6.0 EVALUATION CRITERIA**

### **6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS AND RESPONSIBILITY**

Each Proposal will be reviewed to determine if the Proposal is both responsive to the submission requirements and is a responsible Proposer as outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

A responsible Proposer is a Proposer which the Village affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFP.

### **6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY**

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer.

### **6.3 EVALUATION PROCESS**

An Evaluation Committee of a minimum of three members of Village Staff, or other persons selected by the Village Manager or his designee, shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria. Submittals shall be evaluated based upon the information and references contained in the RFP as submitted.

### **6.4 EVALUATION OF PROPOSALS**

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The criteria are itemized below with their maximum scores for a maximum total of one hundred (100) points per proposal.

The below is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Committee during the shortlisting and final ranking of Proposers by establishing a general frame work for those deliberations. During the evaluation process, the Village reserves the right, where it may serve the Village's best interest, to request additional information or clarification from Proposers.

<b>DISASTER RECOVERY EXPERIENCE AND CAPACITY TO PROVIDE SERVICES</b>		<b>MAXIMUM POINTS</b>
<ul style="list-style-type: none"> <li>i. Firm's background, history and overall experience in previous projects of similar size and scope.</li> <li>ii. Firm's experience in filing and receiving Federal and State reimbursements.</li> <li>iii. Staff experience and resumes, specifically, operational and administrative personnel assigned to the Village.</li> <li>iv. Assurance of dedicated project team &amp; identify senior and project management and experience of key team members in areas identified under of Respondent. Staff experience and resumes of the administrative personnel assigned to the Village.</li> </ul>		<b>35</b>
<b>OPERATIONAL PLAN</b>		
<ul style="list-style-type: none"> <li>i. Response times and operational plans for monitoring debris recovery.</li> <li>ii. Procedures for documentation and verification functions.</li> <li>iii. Organizational structure of firm, chain of command, sub- Contractors plan.</li> <li>iv. Onsite emergency response and communications. Quality control and customer service plans.</li> </ul>		<b>25</b>
<b>PAST EXPERIENCE AND REFERENCES</b>		
<ul style="list-style-type: none"> <li>i. References</li> <li>ii. Explanation of unrecovered FEMA reimbursements, if any.</li> <li>iii. Closed, active and pending FEMA disputes, audits or lawsuits</li> </ul>		<b>20</b>
<b>PRICE PROPOSAL</b>		
Hourly Rate and fee Schedule		<b>20</b>
<b>TOTAL POTENTIAL POINTS</b>		<b>100</b>

## **6.5 ORAL PRESENTATIONS**

The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the Village Manager and Miami Shores Village Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms.

Should the Village require such oral presentation(s), the Proposer will be notified five (5) days in advance of appearing before the Evaluation Committee. The Proposer's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The Village will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

The ranking and the Evaluation Committee's recommendation shall be reported to the Village Council through and with the concurrence of the Village Manager, who shall request the Village Council approve the final ranking and authorize staff to negotiate and execute a contract with the top ranked firm. If the Village is unable to reach an agreement with the top ranked firm, negotiations will be cancelled at the sole discretion of the Village. Village staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached, and a contract awarded.

## **6.6 CONTRACT AWARD**

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer(s). It is the intent of the Village to award contracts to a Primary, a Secondary, and a Tertiary Contractor for these services in order to insure adequate resources at the time of an event.

Miami Shores Village reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the Village. The Village further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves Miami Shores Village.

Any contract, as a result of this RFP, will be submitted to Village Manager for considerations and may be submitted to the Village Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Village to be in the best interest of the Village. The Village's decision to make the award and which proposal is in the best interest of the Village shall be final.



## SECTION 6.0 REQUIRED FORMS

Business Name: \_\_\_\_\_

D.B.A.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Business Address: \_\_\_\_\_

City : \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### 1. Acknowledgement of Addendum

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

☐ No Addendum Issued

### 2. Conflicts of Interest\*

Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its subconsultants at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its subconsultants at any tier, shall insert the following provision into each of their contracts and subcontracts: "No member, officer, or employee of the subconsultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Do you have any Conflicts of Interest to report?

☐ Yes

☐ No

*\*Response required*

When equals "Yes" Please upload a document listing all your Conflict of Interest

### 3. No Contingency Affidavit\*

Affiant certifies the following:

- Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon Miami Shores Village awarding a contract.
- Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with Miami Shores Village in violation of any of the provisions of the Miami- Dade County conflict of interest and code of ethics ordinances.

- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

☐ Please Confirm

*\*Response required*

**4. Copeland Anti-Kickback Affidavit\***

Affiant certifies that no portion of any sums will be paid to any employees of Miami Shores Village, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with Miami Shores Village.

☐ Please Confirm

*\*Response required*

**5. Certifications\***

Respondent certifies that they comply (or will comply) with the statements concerning, but not limited to: Compliance with Laws, Conflict of Interest, Convictions, Debarment, Discriminatory Vendor, Drug Free Workplace, Equal Employment Opportunity, E-Verification System, Gopher Tortoise Relocation, Immigration and Nationality Act, Lobbying, Non-Collusion, Prohibited Interests, Public Entity Crime and Scrutinized Companies.

☐ Please Confirm

*\*Response required*

**6. Compliance with Laws\***

Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

☐ Please Confirm

*\*Response required*

**7. Convictions\***

Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

☐ Please Confirm

*\*Response required*

## 8. Debarment\*

Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise Village immediately if their status changes and will provide an explanation for the change in status.

☐ Please Confirm

*\*Response required*

## 9. Drug-Free Workplace Certification\*

In accordance with Florida Statute 287.087 (current version), Respondent hereby certifies the following:

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee **will** abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

By clicking confirm below, Respondent certifies that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

☐ Please Confirm

*\*Response required*

## 13. Discriminatory Vendor\*

Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to

a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

☐ Please Confirm

*\*Response required*

#### **14. Equal Employment Opportunity\***

Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or Village may require. The above shall be required of any subcontractor hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Respondent. Subcontracts entered into by Respondent shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Respondent shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

☐ Please Confirm

*\*Response required*

#### **15. E-Verification System\***

Respondent and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Respondent during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Coordinating Contractor to perform work pursuant to this Contract. Respondent meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Respondent and its subcontractors shall provide Village with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Village is obligated to terminate this Agreement upon a good faith belief that Respondent or its subcontractors has knowingly violated Section 448.095, Florida Statutes. E-Verification Identification

☐ Please Confirm

*\*Response required*

#### **16. E-Verification Identification Number\***

Provide your E-Verification Identification Number \_\_\_\_\_

*\*Response required*

#### **17. Immigration and Nationality Act\***

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a- Unlawful employment of aliens. Village will not intentionally award Village contracts to any Respondent who knowingly employs unauthorized Alien workers . Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with Village may result in immediate termination of the Agreement. Village will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral

cancellation of the Agreement, by Village, if Consultant knowingly employs unauthorized aliens.

☐ Please Confirm

*\*Response required*

**18. Lobbying\***

Respondent confirms that it will not, in connection with the Agreement, directly or indirectly

- A. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Village officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
- B. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Village officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

☐ Please Confirm

*\*Response required*

**19. Non-Collusion\***

Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or subcontractors and has not provided a Proposal for the benefit of another Contractor/Vendor. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

☐ Please Confirm

*\*Response required*

**20. Prohibited Interests\***

Respondent, and its subcontractors at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the project covered under this Request for Proposal, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

☐ Please Confirm

*\*Response required*

**21. Public Entity Crime\***

Pursuant to 287.133, Florida Statute, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☐ Please Confirm

*\*Response required*

**22. Scrutinized Companies\***

Respondent certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Respondent further understands and accepts that any contract issued as a result of this Proposal shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by Village in the event there is any misrepresentation or false certification on the part of Respondent.

☐ Please Confirm

*\*Response required*

**23. Cone of Silence Certification\***

Affiant certifies and that Affiant has read and understands the "Cone of Silence" requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

☐ Please Confirm

*\*Response required*

**BIDDER AFFIRMATION**

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for Miami Shores Village that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these Miami Shores Village Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify Miami Shores Village immediately if any of the statements attested hereto are no longer valid.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant Name & Title (Printed)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was affirmed, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_ who is personally known to me or who produced the following identification: \_\_\_\_\_.

\_\_\_\_\_  
(Notary Seal)

Notary Public for the State of \_\_\_\_\_

My commission expires: \_ \_\_\_\_\_

## Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_  
Entity: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone: \_\_\_\_\_

STATE OF \_\_\_\_\_) COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  
☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
(SIGNATORY NAME) \_\_\_\_\_ (NAME OF  
ENTITY), \_\_\_\_\_ Florida (TYPE OF  
ENTITY), \_\_\_\_\_ on behalf of the company.  
He/she is personally known to me or has produced  
\_\_\_\_\_ (TYPE OF ID) as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)  
Title or Rank  
Serial number, if any

## Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

Entity: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

NOTARY PUBLIC

STATE OF \_\_\_\_\_) COUNTY OF \_\_\_\_\_)

(Name of Notary Typed, Printed or Stamped) Title or Rank  
Serial number, if any

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
(SIGNATORY NAME) \_\_\_\_\_ (NAME OF  
ENTITY), \_\_\_\_\_ Florida (TYPE OF  
ENTITY), \_\_\_\_\_ on behalf of the company.

He/she is personally known to me or has produced

\_\_\_\_\_ (TYPE OF ID) as identification.

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

(To be submitted with each proposal or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**"ATTACHMENT A"**

# FEDERAL GRANT REQUIREMENTS

## 2025-08-01

### DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE

This project will be partially or fully funded through a FEMA federal grant, State of Florida grant or another grant awarded to Miami Shores Village ("Village"). Therefore, Contractors must comply with all provisions listed within the grant requirements. Contractors should familiarize themselves with all regulations and requirements contained below and in 2 C.F.R. Part 200, along with Appendix II, before submitting a response.

All references to a "Non-Federal Entity" herein shall be construed to mean Miami Shores Village (Village), its officers, employees, and elected officials.

By submitting a proposal for this project Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules, and regulations which may pertain to the Services required under the Agreement, including but not limited to the following:

Data is current as of April 22, 2025 Included herein:

Title 2 → Subtitle A → Chapter II → Part 200

Title 2: Grants and Agreements

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 200.318 (a-b) GENERAL PROCUREMENT STANDARDS**

The Village has documented procurement procedures and will conform to the procurement standards identified in §§ 200.317 through 200.327. In accordance with the requirements of this grant/s, the Village shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Procurement Standards

#### **§ 200.317 Procurements by States and Indian Tribes.**

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§

[200.318](#) through [200.327](#). In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ [200.321](#), [200.322](#), [200.323](#), and

[200.327](#). All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ [200.318](#) through [200.327](#).

#### **§ 200.318 General procurement standards.**

(a) **Documented procurement procedures.** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must

be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

URL

[https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.318\(a\)](https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.318(a))

Citation

2 CFR 200.318(a)

(b) **Oversight of contractors.** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) **Conflicts of interest.**

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing

the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

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

(e) **Procurement arrangements using strategic sourcing.** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) **Use of excess and surplus Federal property.** The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(g) **Use of value engineering clauses.** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) **Responsible contractors.** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) **Procurement records.** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) **Time-and-materials type contracts.**

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

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) **Settlement of contractual and administrative issues.** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

**(l) *Examples of labor and employment practices.***

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

- (i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;
- (ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;
- (iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;
- (iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or
- (v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

**§ 200.319 Competition.**

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.

(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

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

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Are made in accordance with § 200.319(b);
  - (2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and
  - (3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.
- (e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions

that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

(g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

#### **§ 200.320 Procurement methods.**

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) **Informal procurement methods for small purchases.** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

##### **(1) Micro-purchases —**

(i) **Distribution.** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) **Micro-purchase thresholds.** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) **Recipient or subrecipient increase to the micro-purchase threshold up to \$50,000.** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) **Recipient or subrecipient increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

##### **(2) Simplified acquisitions —**

(i) **Simplified acquisition procedures.** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) **Simplified acquisition thresholds.** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) **Formal procurement methods.** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used

for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) **Sealed bids.** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

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

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) **Proposals.** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation.

The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the

proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);

(F) The procurement transaction can only be fulfilled by a single source;

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

(H) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(I) After soliciting several sources, competition is determined inadequate.

**§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.**

- When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
- Such consideration means:
  - These business types are included on solicitation lists;
  - These business types are solicited whenever they are deemed eligible as potential sources;
  - Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
  - Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
  - Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - Requiring a contractor under a Federal award to apply this section to subcontracts.

**§ 200.322 Domestic preferences for procurements.**

(J) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(K) For purposes of this section:

- “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

#### **§ 200.323 Procurement of recovered materials.**

(v) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(vi) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of

single-use plastic products. See Executive Order 14057, section 101, Policy.

#### **§ 200.324 Contract cost and price.**

(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts

in their analysis if the procurement transaction will displace public sector employees. However, as

a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

(c) The recipient or subrecipient must not use the “cost plus a percentage of cost” and “percentage of construction costs” methods of contracting.

#### **§ 200.325 Federal agency or pass-through entity review.**

(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

(1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards

in this part;

- (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;
- (3) The procurement is expected to exceed the simplified acquisition threshold and specifies a "brand name" product;
- (4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

- (L) (c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part. The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.
- (M) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

#### **§ 200.326 Bonding requirements.**

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (vii) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (viii) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (ix) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

#### **§ 200.327 Contract provisions.**

The recipient's or subrecipient's contracts must contain the applicable provisions described in [Appendix II of this part](#).

# ATTACHMENT “B”

---

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

---

## **Title 2 — Federal Financial Assistance**

### **Subtitle A — Office of Management and Budget Guidance for Federal Financial Assistance**

#### **Chapter II — Office of Management and Budget Guidance**

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

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

**Source:** 89 FR 30136, Apr. 22, 2024, 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]*



## **8.0 SAMPLE AGREEMENT No. RFP 2025-08-01**

### **BETWEEN MIAMI SHORES VILLAGE AND (CONTRACTOR'S NAME)**

**THIS AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, **2025**, by and between **(Contractor's Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(Contractor's Address)** (hereinafter referred to as the ("CONTRACTOR")), and Miami Shores Village, a political subdivision of the State of Florida, having its principal office at 10050 NE 2<sup>nd</sup> Ave. Miami Shores, FL (hereinafter referred to as the "VILLAGE").

### **RECITALS**

**WHEREAS**, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the **Request for Proposals (RFP) No. 2025-08-01 "Disaster Debris Monitoring Services & Financial Recovery Assistance"** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONTRACTOR's Proposal attached hereto and incorporated herein as "Exhibit B", and

**WHEREAS**, the VILLAGE desires to retain a CONTRACTOR to provide specialized debris monitoring services and the associated management and accounting services that are required during any emergency.as more particularly specified in the Scope of Services in "Exhibit A"; and,

**WHEREAS**, CONTRACTOR desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

**WHEREAS**, through a competitive selection process conducted in accordance with the requirements of Florida law and VILLAGE policy, the VILLAGE has determined that it to be in the best interest of the VILLAGE to award an Agreement to the CONTRACTOR for the rendering of those services described in the scope of services; and;

### **INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.**

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and

ratified by the parties as true and correct. The Documents which comprise this Agreement between the VILLAGE and the CONTRACTOR are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;
- B. RFP 2025-08-01 attached hereto as "Exhibit A"
- C. Contractor's Proposal Response, attached hereto as "Exhibit B"

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

All required FEMA contract provisions contained in the solicitation and those requirements of the FEMA contract provisions template and 2 C.F.R. § 200.326, 2 C.F.R. Part 200, Appendix II (eCFR Appendix II to Part 200, Title 2 -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), as amended from time to time, that apply to this work (this includes the required contract provisions as well as the suggested contract provisions) are incorporated by reference into this contract as if set forth in full herein. See <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFR4424206aacf751/appendix-Appendix%20II%20to%20Part%20200> This Contract and the Solicitation, Scope of Services, Insurance & Indemnification Requirements, and the FEMA required and suggested contract provisions as set forth above, take precedence over the response to the **Disaster Debris Monitoring Services & Financial Recovery Assistance RFP # 2025-08-01** including the CONTRACTOR's Bid Form and CONTRACTOR/ Respondent's Cost and Technical Response to the Solicitation.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

### **Additional Terms and Conditions**

#### **SECTION 1. - SCOPE OF WORK**

1.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The work to be performed under the Contract shall consist of monitoring of debris collection, Temporary Debris Storage and Reduction Sites (TDSR Sites), and residential debris Drop-off Sites, as well as data reporting and other related services. The Contractor shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

1.2 All Work for the Project shall be performed in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), Florida Department of Emergency Management (FDEM) and the Florida Department of Environmental Protection (FDEP) in conjunction with the VILLAGE's needs.

## **SECTION 2. - TERM.**

2.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

2.2 The VILLAGE has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the VILLAGE within ten (10) days.

2.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

## **SECTION 3 - CONTRACT ADMINISTRATOR**

3.1 The Village Manager or his designee will serve as the Contract Administrator. Contract The Contract Administrator will assume all duties and responsibilities and will have the rights and authorities assigned to the Contract Administrator in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

## **SECTION 4. COMPENSATION**

4.1 The CONTRACTOR's compensation under the terms and provisions of this Contract (hereinafter referred to as the Contract Price) is as set forth in proposal attached as "Exhibit B, unless modified in writing signed by the VILLAGE and CONTRACTOR.

## **SECTION 5. - PAYMENT PROCEDURES**

5.1 Payment will be made in accordance with the rates submitted in the Pricing Form. Such payment will be full and complete payment for all work performed as required.

5.2 VILLAGE agrees to pay CONTRACTOR at the rates specified in for Services performed to the satisfaction of the VILLAGE, in accordance with this Agreement and the payment procedures set forth in the RFP. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to the VILLAGE by the end of each week during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Agreement and must appear on all invoices and correspondence mailed to Purchaser.

5.3 The VILLAGE shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

## **SECTION 6 - CONTRACTOR'S REPRESENTATIONS**

6.1 In order to induce the VILLAGE to enter into this Agreement, Contractor makes the following representations upon which the VILLAGE has relied:

6.2 Contractor is qualified in the specialized debris monitoring service contracts which include disaster debris collection operations, damage assessment, right-of-way debris removal, hazardous tree, stump, hanger and leaner removal, and monitoring of debris management site(s) along with the preparation, response, recovery, and mitigation phases of any emergency or disaster to perform the Work and services set forth in this Agreement.

6.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, availability of labor, water, electric power, and roads, the conformation and conditions, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

6.4 CONTRACTOR shall supply, at its sole expense, all materials, equipment, labor, transportation, tools, and all other facilities and incidentals necessary for the execution, operation and completion of Work.

6.5 The Contractor shall provide competent, suitable qualified personnel to perform the services as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

6.5.1 The Contractor shall, at all times, have a competent superintendent, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

6.5.2 The Contractor shall designate the superintendent on the job to the VILLAGE, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work.

6.5.3 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement. CONTRACTOR shall assign a safety officer to the project for the duration of the Agreement.

## **SECTION 7. NOTICE.**

7.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally

recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the VILLAGE designate the following as the respective places for giving such notice:

**To the VILLAGE:**

Village Manager's Office  
Miami Shores Village Hall  
10050 N.E. 2nd Avenue Miami  
Shores, FL 33138 Telephone  
No. (305) 762-4851  
Email: ScottE@msvfl.gov

Office of the Village Attorney  
Miami Shores Village Hall  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Email: VillageAttorney@msvfl.gov

With copy to the:  
Public Works Director  
Miami Shores Public Works  
10050 N.E. 2nd Avenue Miami  
Shores, FL 33138 Telephone  
No. (305) 795-2210

**CONTRACTOR:**

**SECTION 8. MODIFICATION.**

8.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 9. INDEPENDENT CONTRACTOR**

9.1 The CONTRACTOR is an Independent CONTRACTOR under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation

insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that VILLAGE will not provide workers' compensation insurance for the CONTRACTOR or its employees.

9.2 Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the VILLAGE. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the VILLAGE. Should any question arise as to the

interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the VILLAGE shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate VILLAGE.

#### **SECTION 10. INDEMNIFICATION.**

10.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

10.2 CONTRACTOR further agrees to indemnify and save harmless the VILLAGE, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of VILLAGE or their officers, agents or employees. In the event that any action or proceeding is brought against VILLAGE by reason of any such claim or demand, CONTRACTOR, upon written notice from VILLAGE, shall defend such action or proceeding.

10.3 Nothing herein shall be construed to extend the VILLAGE's liability beyond that provided in Section 768.28, Florida Statutes.

#### **SECTION 11. GOVERNING LAW.**

11.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

#### **SECTION 12. COMPLIANCE WITH LAWS**

12.1 CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including but not limited to the express provisions of: (A) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, C.F.R., Title 2, A, Chapter 11, Part 200, (B) Appendix to Part 200 and (C) Federal Aid Requirements, FHWA - 1273.

## **SECTION 13. RECORDS.**

13.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the VILLAGE or its authorized representative at mutually convenient time.

13.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Miami-Dade County, Florida as often as the VILLAGE may reasonably require.

13.3 CONTRACTOR will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The VILLAGE's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONTRACTOR shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

## **SECTION 14. ACCESS AND AUDITS:**

14.1 Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following FEMA's final closeout of this project. The Contractor shall be responsible for verifying FEMA final closeout dates, for purposes of this requirement. The VILLAGE and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor during the administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the VILLAGE's jurisdiction, for purposes of inspection, reproduction, and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to ensure that all required records are provided to the VILLAGE at Contractor's expense.

## **SECTION 15. - GUARANTEE AND WARRANTY**

15.1 The Contractor warrants and guarantees to the VILLAGE that all Work will be in accordance with the Contract Documents.

15.2 The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

15.3 VILLAGE May Stop the Work: If the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the VILLAGE may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the VILLAGE to stop the Work shall not give rise to

any duty on the part of the VILLAGE to exercise this right for the benefit of the Contractor or any other party.

15.4 The VILLAGE may, after three (3) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the VILLAGE shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the VILLAGE may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto. The Contractor shall allow the VILLAGE's representative agents and employees such access to the site as may be necessary to enable the VILLAGE to exercise its rights under this paragraph.

#### **SECTION 16. COMPLIANCE WITH LAWS.**

16.1 The CONTRACTOR shall comply with the applicable requirements of State laws and all Codes and Ordinances as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

#### **SECTION 17. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

17.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### **SECTION 18. EQUAL EMPLOYMENT**

18.1 During the performance of this Agreement or any related Work Order, the CONTRACTOR shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to

employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. In all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

## **SECTION 19. ASSIGNMENT AND SUBCONSULTING**

19.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated, or subcontracted by the CONTRACTOR without the express prior written consent of the VILLAGE. Any assignment, delegation or subcontracted without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the VILLAGE may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The VILLAGE may assign its rights, together with its obligations hereunder.

## **SECTION 20. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

20.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR agrees to:

- A. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- B. Upon request from the VILLAGE's custodian of public records, CONTRACTOR shall provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the VILLAGE. Notwithstanding, it is understood that at all times CONTRACTOR's work papers shall remain the sole property of CONTRACTOR, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the VILLAGE Manager, at no cost to the VILLAGE, within seven (7) days. All such records stored

electronically by CONTRACTOR shall be delivered to the VILLAGE in a format that is compatible with the VILLAGE's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONTRACTOR will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- F. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the VILLAGE.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-762- 4870, E-MAIL ADDRESS: RODRIGUEZY@MSVFL.GOV., AND MAILING ADDRESS: MIAMI SHORES VILLAGE HALL 10050 N.E. 2ND AVE., MIAMI SHORES, FL 33138.**

#### **SECTION 21. PROMPT PAYMENT ACT.**

21.1 The VILLAGE as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

#### **SECTION 22. SOVEREIGN IMMUNITY.**

22.1 The VILLAGE is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the VILLAGE's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## **SECTION 23. ORDER OF PRECEDENCE.**

23.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONTRACTOR'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONTRACTOR'S RESPONSE. THE VILLAGE EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HERETO.

## **SECTION 24. INSURANCE.**

24.1 CONTRACTOR shall assume full responsibility and expense to carry all necessary insurance.

24.2 CONSULTANT shall provide and maintain in force at all times during the Agreement with the VILLAGE such insurance, including Workers' Compensation, Comprehensive General Liability Insurance, and Automobile Liability Insurance, as will assure to the VILLAGE the protection contained in the foregoing indemnification undertaken by the CONSULTANT, including the following:

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws.

24.1.1 Commercial General Liability Insurance with limits of no less than \$1,000,000.00, and \$2,000,000.00 excess umbrella liability, including VILLAGE as an additional insured.

24.1.2 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$500,000.00 per occurrence.

## **SECTION 25. ANTI-DISCRIMINATION.**

25.1 CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company, subsidiaries or affiliates of CONTRACTOR are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

## **SECTION 26. NONCOERCIVE CONDUCT AFFIDAVIT.**

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that

it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

## **SECTION 27.0 PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.**

If this contract contemplates the Village giving access to an individual's personal identifying information, then the following applies:

A. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

## **SECTION 28. SCRUTINIZED COMPANIES.**

26.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of

Israel during the term of the Agreement.

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

26.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

## **SECTION 28. NO CONTINGENCY FEES.**

28.1 The CONTRACTOR warrants that it has not employed or retained any company or person,

other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on this \_\_\_\_

day of \_\_\_\_\_, 2025.

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MIAMI SHORES VILLAGE**

\_\_\_\_\_  
Esmond K. Scott, Village Manager

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Weiss Serota Helfman Cole +  
Bierman, P.L. Village Attorney

Attest:

\_\_\_\_\_  
Ysabely Rodriguez, Village Clerk