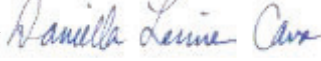


Date: June 8, 2026

PC
Agenda Item No. 3(A)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Recommendation to Award a Contract for Disaster Debris Removal Monitoring Services

Executive Summary

This item is for the purchase of disaster debris removal monitoring services for multiple County departments. Approval of this contract will allow the awarded firm to support the oversight and management of debris recovery contractors and submit and/or assist in County applications for public assistance from the Federal Emergency Management Agency (FEMA), the State of Florida, and other applicable agencies. The departments will use this contract to support the oversight and management of debris recovery contractors following disaster events. Costs for services will initially be paid by the County and then submitted to FEMA and/or the State of Florida, as applicable, for reimbursement.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0016781, Disaster Debris Removal Monitoring Services*, to Tetra Tech, Inc. in the amount of \$190,070,000 for an initial five-year term and one, five-year option to renew for multiple County departments. The County makes no guarantees as to the volume of work or value of this contract to the awarded vendor, as work will be assigned on an as-needed basis. This contract will replace *RFP-00172*, approved by the Board via Resolution No. R-37-16.

Background

A Request for Proposals was issued under full and open competition on November 10, 2025. On the closing date of December 12, 2025, the County received five proposals. An evaluation meeting was conducted on February 23, 2026. Negotiations commenced on March 26, 2026. A copy of the Coordinator's Report is attached.

The contract provides services to manage debris recovery contractors including, but not limited to, field monitoring of debris reduction and removal, truck certification, damage assessment, training, and emergency planning. The contract also includes services to prepare and submit public assistance applications on behalf of the County to FEMA, the State of Florida, and other relevant agencies for disaster recovery efforts.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The contract allocation will only be used if needed and is an estimate of what could be needed based on previous debris removal monitoring events. The fiscal impact for the initial five-year term is \$95,085,000. Should the County choose to exercise, at its sole discretion, the one, five-year option to renew, the estimated cumulative value will be \$190,070,000. The current contract is valued at \$180,375,000 for 10 years and six months and expires on June 30, 2026. The annualized allocation under the proposed contract is higher than the current contract to account for inflation, increased labor and operating costs, and overall market changes since the current contract was established.

Department	Allocation	Funding Source*	Budgeted	Contract Manager
Aviation	\$1,000,000	Federal Funds / Operating Funds	FY 2025-26 Adopted Budget, Volume 3, Page 203, Contractual Services	Sylvia Novela
Fire Rescue	\$4,700,000	Federal Funds / Fire District	FY 2025–26 Adopted Budget, Volume 2, Page 76, Contractual Services	Marianela Betancourt
People and Internal Operations	\$70,000	Federal Funds / General Fund	FY 2025-26 Adopted Budget, Volume 3, Page 339, Operating Expenditures, Contractual Services	Lashonne Williams-Canty
Communications, Information and Technology	\$100,000	Federal Funds / Internal Service Funds	FY 2025-26 Adopted Budget, Volume 3, Page 282, Operating Expenditures, Contractual Services	Adriana Rodriguez Vargas
Parks, Recreation and Open Spaces	\$34,000,000	Federal Funds / General Fund	FY 2025-26 Adopted Budget, Volume 2, Page 240, Contractual Services	Bernie Rodriguez
PortMiami	\$200,000	Federal Funds / Proprietary Funds	FY 2025-26 Adopted Budget, Volume 3, Page 247, Other Operating	Frank Ramirez
Solid Waste Management	\$150,000,000	Federal Funds / Proprietary Funds	FY 2025-26 Adopted Budget, Volume 3, Page 51, Operating, Contractual Services	Karina Careaga
Total	\$190,070,000			

* If expenses are not approved for federal reimbursement, a non-federal funding source will be utilized.

Track Record/Monitor

Pearl Bethel of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to execute the agreement and exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

The highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Tetra Tech, Inc.	3475 E. Foothill Blvd Pasadena, CA	None	43	Dan Batrack
			0.17%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor’s employees who reside in Miami-Dade County as compared to the vendor’s total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
CDR Emergency Management, Inc.	No	Evaluation Scores/Ranking
Debris Tech, LLC	No	
Metric Consulting, LLC	Yes	
Thompson Consulting Services, LLC	No	

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user departments.

Pursuant to Resolution No. R-252-25, efforts were made to identify any potential piggybacking opportunities prior to issuance of a competitive solicitation. No contracts were identified for accessing.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program does not apply.
- The Small Business Enterprise Selection Factor and Local Preference do not apply.
- The Living Wage Ordinance does not apply.

Attachment



Roy Coley
Chief Utilities and Regulatory Services Officer

Memorandum



Date: March 2, 2026

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

From: Patricja Valcour *Patricia Valcour*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for Request for Proposal (RFP) No. EVN0016781, Disaster Debris Removal Monitoring Services

The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on November 10, 2025, on behalf of the Department of Solid Waste Management (DSWM), to obtain proposals to provide disaster debris removal monitoring services. The services will support the oversight and management of debris recovery contractors and submit and/or assist in County applications for public assistance from the Federal Emergency Management Agency (FEMA), the State of Florida and other applicable agencies. The County anticipates awarding one contract for a term of five years, with one, five-year option to renew.

On December 12, 2025, five proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of responsive proposals following the guidelines published in the solicitation.

Committee Meeting Dates:

January 26, 2026 (Kick-off)
February 23, 2026 (Evaluation, Scoring and Recommendation)

Verification of Compliance with Contract Measures:

No contract measures were assigned to this solicitation due to the federal funding source.

Verification of Compliance with Minimum Qualification Requirements and Responsiveness:

The solicitation did not have any minimum qualification requirements.

Local Certified Veteran's Business Enterprise Preference:

Not applicable due to the federal funding source.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

Staff submitted a request to OIG and COE on December 16, 2025. A response was received from OIG and COE on December 16, 2025, advising that no reports were found.

Office of the Commission Auditor (OCA) Background Check

Staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. Staff submitted Committee member's completed Neutrality Affidavits and resumes to OCA. A response from OCA was received advising that no conflicts of interest were identified.

Summary of Scores:

The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The Committee determined not to hold oral presentations. Price was submitted based on hourly rates for the services listed in the solicitation.

The final scores are as follows:

Proposer	Technical Score (max. 400)	Price Score (max. 100)	Total Combined Score (max. 500)
1. Tetra Tech, Inc.	387	87	474
2. Thompson Consulting Services, LLC	366	97	463
3. Metric Consulting, LLC	360	91	451
4. CDR Emergency Management, Inc.	344	88	432
5. Debris Tech, LLC	338	80	418

Upon review of scores, there were no variances identified that exceeded 33% of the average score by all Committee/ members by criteria.

Local Preference:

Not applicable due to the federal funding source.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Committee Coordinator’s notification; initial scoring within 30 calendar days of Committee Coordinator’s completion of required reviews; and are hereby entitled to one day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee’s Name	Employee’s Department
Marcela Villegas Jimenez	DSWM
Bolanle Shorunke-Jean	DSWM
Sylvia Rodriguez	DSWM
Ravi Shankar Kadambala	DSWM

Deadlines for Completion of Tasks During Evaluation:

Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions, establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Timeframes for completion of tasks are included in the table below:

Task	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	12/12/2025	N/A	N/A
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent proposals to CAO for responsiveness	N/A	N/A	N/A
SPD sent list of proposers/subcontractors to Committee members for Neutrality Affidavit/Resume	1/22/2026	10	41
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Committee members returned completed Neutrality Affidavit/ to SPD	01/27/2026 (4 received) 02/02/2026 (1 received)	3*	3* 7*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	2/10/2026	N/A	N/A
OCA returned background checks to SPD	2/16/2026	5*	7
CAO provided opinion to SPD	N/A	30	N/A
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	02/23/2026	30	7

* All numbers listed are calendar days except when marked with an asterisk are business days.

**Scoring scheduled within 30 days from all required background checks, responsiveness and compliance reviews.

Other information:

Three Committee members were replaced. One member was inadvertently included despite no longer being employed by the County. The other two were removed due to scheduling conflicts. Consequently, the two alternate members were elevated to voting roles. Due to the time required for Committee approval and these scheduling challenges, the evaluation meeting could not be held within the 30-day window.

Negotiations:

The Committee recommends that the County enter into negotiations with the highest-ranking proposer Tetra Tech, Inc. The Committee Coordinator, Stacey Mcduffie-Brewster and Bolanle Shorunke-Jean will participate in the negotiations. Technical and operational assistance and feedback may be requested from appropriate staff as needed during the negotiation process.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee recommendation is requested.

Approved



Digitally signed by Namita Uppal
DN: cn=Namita Uppal,
o=Miami Dade County,
ou=Chief Procurement Officer,
email=uppaln@miamidade.gov, c=US
Date: 2026.03.05 12:37:44 -05'00'

Namita Uppal, C.P.M.
Director and Chief Procurement Officer

Date

RFP NO. EVN0016781
DISASTER DEBRIS REMOVAL MONITORING SERVICES
EVALUATION OF PROPOSALS
COMPOSITE

EVALUATION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	COMPOSITE				
				CDR Emergency Management, Inc.	DebrisTech, LLC	Metric Consulting, LLC	Tetra Tech, Inc.	Thompson Consulting Services, LLC
Proposer's experience, qualifications, and past performance.		40	200	170	170	184	193	184
Relevant experience and qualifications of Subcontractors and Key Personnel, including Key Personnel of Subcontractors, that will be assigned to this project.		25	125	110	108	110	122	117
Proposed approach to providing the services.		15	75	64	60	66	72	65
Total Technical Points		80	400	344	338	360	387	366
Total (Technical)		80	400	344	338	360	387	366
Price Points		20	100	88	80	91	87	97
TOTAL POINTS		100	500	432	418	451	474	463
Ranking				4	5	3	1	2

Signature: *Patricia Valcour*
 Chairperson
Shacy-Ann Brown
 Reviewer

Print Name: Patricia Valcour
 Print Name: Shacy-Ann Brown

2.23.2026
 2.23.2026

RFP NO. EVN0016781
DISASTER DEBRIS REMOVAL MONITORING SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Marcela Villegas-Jimenez

EVALUATION CRITERIA	PROPOSERS	Maximum Points	CDR Emergency Management, Inc.	Debristech, LLC	Metric Consulting, LLC	Tetra Tech, Inc.	Thompson Consulting Services, LLC
Proposer's experience, qualifications, and past performance.		40	34	35	36	38	36
Relevant experience and qualifications of Subcontractors and Key Personnel, including Key Personnel of Subcontractors, that will be assigned to this project.		25	18	18	20	24	22
Proposed approach to providing the services.		15	12	12	12	14	13
Total Technical Points		80	64	65	68	76	71
Price Points		20	16	15	18	16	19
TOTAL POINTS		100	80	80	86	92	90

MDC008

RFP NO. EVN0016781
DISASTER DEBRIS REMOVAL MONITORING SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Daniel Diaz

EVALUATION CRITERIA	PROPOSERS	Maximum Points	CDR Emergency Management, Inc.	Debristech, LLC	Metric Consulting, LLC	Tetra Tech, Inc.	Thompson Consulting Services, LLC
Proposer's experience, qualifications, and past performance.		40	36	35	36	38	35
Relevant experience and qualifications of Subcontractors and Key Personnel, including Key Personnel of Subcontractors, that will be assigned to this project.		25	23	22	20	25	24
Proposed approach to providing the services.		15	12	14	13	14	13
Total Technical Points		80	71	71	69	77	72
Price Points		20	17	15	17	18	19
TOTAL POINTS		100	88	86	86	95	91

MDC009

RFP NO. EVN0016781
DISASTER DEBRIS REMOVAL MONITORING SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Bolanle Shorunke-Jean

EVALUATION CRITERIA	PROPOSERS	Maximum Points	CDR Emergency Management, Inc.	Debristech, LLC	Metric Consulting, LLC	Tetra Tech, Inc.	Thompson Consulting Services, LLC
Proposer's experience, qualifications, and past performance.		40	31	30	35	38	35
Relevant experience and qualifications of Subcontractors and Key Personnel, including Key Personnel of Subcontractors, that will be assigned to this project.		25	22	20	23	24	23
Proposed approach to providing the services.		15	12	10	12	15	14
Total Technical Points		80	65	60	70	77	72
Price Points		20	18	16	19	17	20
TOTAL POINTS		100	83	76	89	94	92

MDC010

RFP NO. EVN0016781
DISASTER DEBRIS REMOVAL MONITORING SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Sylvia Rodriguez

EVALUATION CRITERIA	PROPOSERS	Maximum Points	CDR Emergency Management, Inc.	DebrisTech, LLC	Metric Consulting, LLC	Tetra Tech, Inc.	Thompson Consulting Services, LLC
Proposer's experience, qualifications, and past performance.		40	32	32	40	40	40
Relevant experience and qualifications of Subcontractors and Key Personnel, including Key Personnel of Subcontractors, that will be assigned to this project.		25	25	25	25	25	25
Proposed approach to providing the services.		15	14	11	15	15	12
Total Technical Points		80	71	68	80	80	77
Price Points		20	18	16	18	18	20
TOTAL POINTS		100	89	84	98	98	97

MDC011

RFP NO. EVN0016781
DISASTER DEBRIS REMOVAL MONITORING SERVICES
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Ravi Shankar Kadambala


EVALUATION CRITERIA	PROPOSERS	Maximum Points	CDR Emergency Management, Inc.	Debristech, LLC	Metric Consulting, LLC	Tetra Tech, Inc.	Thompson Consulting Services, LLC
Proposer's experience, qualifications, and past performance.		40	37	38	37	39	38
Relevant experience and qualifications of Subcontractors and Key Personnel, including Key Personnel of Subcontractors, that will be assigned to this project.		25	22	23	22	24	23
Proposed approach to providing the services.		15	14	13	14	14	13
Total Technical Points		80	73	74	73	77	74
Price Points		20	19	18	19	18	19
TOTAL POINTS		100	92	92	92	95	93



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0016781, DISASTER DEBRIS REMOVAL MONITORING SERVICES, TO TETRA TECH, INC. IN THE AMOUNT OF \$190,070,000.00 FOR AN INITIAL FIVE-YEAR TERM AND ONE, FIVE-YEAR OPTION TO RENEW FOR MULTIPLE COUNTY DEPARTMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves award of Contract No. EVN0016781, Disaster Debris Removal Monitoring Services, in substantially the form attached and made a part hereof, to Tetra Tech, Inc. in the amount of \$190,070,000.00 for an initial five-year term and one, five-year option to renew for multiple County departments.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

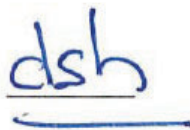
The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



David S. Hope

Disaster Debris Removal Monitoring Services
Contract No. EVN0016781

THIS AGREEMENT for the provision of Disaster Debris Removal Monitoring Services, made and entered into as of this _____ day of _____ by and between Tetra Tech, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 3475 E. Foothill Blvd., Pasadena, CA 91107 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Disaster Debris Removal Monitoring Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0016781 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated December 12, 2025 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such Disaster Debris Removal Monitoring Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- c) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Tetra Tech, Inc. and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Proposal submission.
- h) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- i) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- j) The words "Service" or "Services" to mean the provision of Disaster Debris Removal Monitoring services in accordance with the Scope of Services.
- k) The word "Subcontractor" or "Subconsultant" to mean 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 and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

- l) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 46, 2) Appendix A-Scope of Services, 3) Form-A,-Price Proposal Schedule, and 4) Miami-Dade County's RFP No. EVN0016781 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "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 Project Manager.
- e) The terms "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 Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this 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 this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the sixtieth (60th) month, thereafter. The County, at its sole discretion, may renew this Contract for one (1) five (5)-year term. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) courier service personally; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager: Karina Careaga
Miami-Dade County Department: Department of Solid Waste Management
Attention: Division Director
Address: 2525 NW 62nd Street, 5th FL, Miami, FL 33147
Phone: (305)514-6669
E-mail: kcarea@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Tetra Tech, Inc.
Attention: Jonathan Burgiel
Address: 2301 LUCIEN WAY, SUITE 120
Maitland, FL 32751
Phone: (407) 803-2551
E-mail: jonathan.burgiel@tetrattech.com

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.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Form-A, Price Proposal Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. HOURLY RATES

The hourly rates proposed in Form-A, Price Proposal Schedule shall remain firm and fixed for no less than twelve (12) months from the commencement date of the Contract, including any option or extension periods; however, the Contractor may offer discounts to the County. It is the selected Proposer's responsibility to request any price adjustment. The selected Proposer's request for adjustment must be submitted to the County's Strategic Procurement Department for review no less than ninety (90) days prior to expiration of the then current contract year. The County may consider an adjustment to prices based on the Consumer Price Index ("CPI") percentage change as calculated by the United States Department of Commerce for all Urban Consumers in the Miami-Ft. Lauderdale area.

The County reserves the right to reject any price adjustments submitted by the Contractor or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Form-A, Price Proposal Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. In accordance with [Section 218.74 of the Florida Statutes](#), and [Section 2-8.1.4 of the Code of Ordinances of Miami-Dade County](#) (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with [Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments](#), if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidadegov; or
- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services

111 NW 1st Street, 26 Floor
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Department of Solid Waste Management
2525 NW 62nd street, 5th Fl
Miami, FL 33147
Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Umbrella providing excess coverage over underlying(s) 2 and 3 for a minimum of \$3,000,000 each occurrence/aggregate. Terms to be not more restrictive than underlying coverages.

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 "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

Miami-Dade County reserves the right, upon reasonable notice, to request and examine the policies of insurance (including but not limited to policies, binders, amendments, exclusions or riders, etc.)

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County

**111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so, directed upon reasonable request from the County, should the County 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 Contractor 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 Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, 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 County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the 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, this Agreement including without limitations: 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 Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with 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 this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor 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 County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor 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 this 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 County Mayor 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. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to

make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, 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 reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This 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 the Parties.
- b) Nothing in this 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.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County 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 such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to [Section 2-481 of the Code](#), the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five (5) business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in ARTICLE 24) and fails to cure said Event of Default (as delineated below in ARTICLE 25), or (ii) Contractor attempts to meet its contractual obligations to the County through fraud, misrepresentation, or material misstatement.

- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under ARTICLE 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Form-A, Price Proposal Schedule.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

- iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. 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;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, 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 County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

Additionally, this Article applies to all County contracts awarded, renewed, or amended on or after July 1, 2025, for goods or services utilized for emergency response during a declared emergency caused by a natural event. Pursuant to Fla. Stat. § 252.505, if a breach of contract occurs during an emergency recovery period, whether or not the County elects to terminate the contract, the Contractor shall pay to the County a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this Article, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor of Florida

initially declared a state of emergency for a natural event and the term "natural event" includes, but is not limited to, a hurricane, a storm, a flood, severe wave action, a drought, or an earthquake.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County 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 County'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 County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County 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 County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor 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 County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor 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 Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable

and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with [Section 119.071\(5\) of the Florida Statutes](#) relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to [Miami-Dade County Administrative Order No. 3-20, Independent Private Sector Inspector General \(IPSIG\) Services](#), the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The

terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to [Section 2-1076 of the Code](#), Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. In accordance with Federal requirements and Section 2-1076 (6)(m) of the Code, the cost of random audits shall not apply to this Contract.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. COMPLIANCE WITH FEDERAL PROVISIONS

The following provisions apply for the purchase of goods, services, construction or repairs to be provided as a result of any award under this Solicitation, and funded, in whole or in part, by Federal assistance in the form of grant, subgrant, loan or reimbursement either directly to the County as a recipient or as a subrecipient of funding provided from the Federal government to an agency of the State of Florida or to another pass-through agency..

A. EQUAL EMPLOYMENT OPPORTUNITY

- i. **Applicability.** The regulations in this part apply to all agencies of the Government administering programs involving Federal financial assistance which may include a construction contract, and to all contractors and subcontractors performing under construction contracts which are related to any such programs.
- ii. **Required Language.** [41 C.F.R. Part 60-1.4\(b\)](#) requires the insertion of the following contract clause.
During the performance of this contract, the Contractor agrees as follows:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless

such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Applicability: This requirement applies to all partially or fully Federally funded grant and cooperative agreement programs for Contracts exceeding \$25,000)

- (1) Contractors who apply or bid for, or have received an award exceeding \$25,000, shall file the attached **Exhibit C** – Suspension and Debarment Certification Form.
- (2) Contract is a covered transaction for purposes of [2 CFR Part 180](#) and [2 CFR Part 3000](#). As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (3) Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) Certification is a material representation of fact relied upon by Miami-Dade County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) The Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this agreement is valid. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (Applicability: Funding 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 Federal Awarding Agency.

This requirement applies to "*funding agreements*," but it **DOES NOT apply to the FEMA Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA awards under these programs do not meet the definition of "funding agreement."

D. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS (Applicability: All partially or fully federally funded contracts greater than \$100,000).

Contractors who apply or bid for, or have received an award exceeding \$100,000, shall file the attached **Exhibit B** – Byrd Anti-Lobbying Certification and Disclosure Statements. Each tier certifies to the tier above that it will not and has not used federally 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 USC §1352](#). Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the Federal Awarding Agency.

If applicable, Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, [44 CFR Part 18](#) – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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.

Refer to **Exhibit B - Byrd Anti-Lobbying Certification and Disclosure Statement**

E. DAVIS-BACON ACT, AS AMENDED ([40 U.S.C. § 3141-3148](#)) and COPELAND "ANTI-KICKBACK" ACT ([18 U.S.C. §874](#) and 40 U.S.C. 3145).

The Copeland Anti-Kickback Act applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies and 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. The Davis-Bacon Act applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

Accordingly, if applicable to this Contract,

- (1) All prime construction contracts exceeding \$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, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the Work wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to [29 CFR Part 3](#)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. The County will attach a copy of the current prevailing wage determination issued by the Department of Labor to this solicitation.

Effective October 23, 2023, the U.S. Department of Labor implemented the Wage and Hour Division's (WHD) original methodology for determining prevailing wages, known as the "three-step process" that was in effect prior to 1983. According to said process, in the absence of a wage rate paid to a majority of workers in a particular classification, a wage rate will be considered prevailing if it is paid to at least 30% of such workers. Only if no wage rate is paid to least 30% of workers in a classification will a weighted average rate be used.

Other wage determination improvements noted in the Davis-Bacon amendments of October 2023 are noted below:

- (a) Frequently Conformed Rates – permits the Department. of Labor to list on wage determinations a new category of supplemental wage and fringe benefit rates for classifications for which the Department's WHD received insufficient data through its wage survey process and for which conformance requests are regularly submitted.
- (b) Periodic Adjustments to Wage Determinations – permits WHD to periodically adjust certain non-collectively bargained prevailing wage and fringe benefit rates between Davis-Bacon wage surveys so that these rates do not become out-of-date and fall behind prevailing rates in the area. Such rates may be adjusted based on U.S. Bureau of Labor Statistics Employment Cost Index (ECI) data no more frequently than once every three (3) years, and no sooner than three (3) years after the date of the rate's publication.
- (c) Use of State or Local Agency Prevailing Wage Rates - allows WHD to adopt prevailing wage rates set by state or local officials, even if the state or locality's methods or criteria for determining the prevailing wage are not precisely the same as WHD's provided that specified criteria are met.

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.

- (a) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).
- (b) Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer’s payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
- (c) Duration of Applicability of Wage Determination to Contract or Project applies for the life of the contract, with three limited exceptions: where there is new out-of-scope construction, where there is an additional time period not previously obligated, or where the contract is an indefinite-delivery-indefinite quantity (IDIQ) or similar long-term contract.
 - i. New out-of-scope construction: The final rule codifies the Department’s longstanding position that the most recent revision of any applicable wage determination(s) must be incorporate when a contract is modified to include substantial additional construction not within the scope of work of the original contract.
 - ii. Additional time period not obligated: the final rule codifies WHD’s longstanding position that the most recent revision of any applicable wage determination(s) must be incorporated when a contract is changed to require the contractor to perform work for an additional time period not originally obligated, such as when an option is exercised.
 - iii. IDIQ and similar long-term contracts: The final rule requires contracting agencies to update wage determinations annually for IDIQ and similar long-term contracts that require construction work over a period of time that is not tied to the completion of any particular project.
- (d) Multiple Types of Construction means when a project involves work in more than one type of construction (e.g., building, heavy, highway, residential), the contracting agency must incorporate the applicable wage determination for each type of construction involved that is anticipated to include a substantial amount of construction.
- (e) Project Wage Determinations:
 - i. Multi-County Projects – authorizes contracting agencies to request a project wage determination where the project involves work in more than one county and will employ workers who may work in more than one county.
- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
- (3) The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and 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 these Contract clauses.
- (4) A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12. The debarment provisions set forth a three-year period for all debarments.
- (5) The Copeland “Anti-Kickback Act” provides for the following standards: Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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”).

Compliance with the Copeland “Anti-Kickback” Act.

- 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. Part 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 Federal Awarding Agency 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 clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.”

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, [40 USC §3702](#) AND [40 USC §3704](#)

(1) **Applicability.** This requirement applies to all contracts awarded by the County in excess of \$100,000 under federal grants or cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The amended Davis-Bacon Act (effective October 23, 2023) articulates circumstances under which transportation (e.g., of materials) by employees of contractors or subcontractors is covered, namely:

1. Transportation entirely within the site of the work (i.e., from one location on the worksite to another).
 2. Transportation of a "significant portion" of a public work between a secondary construction site and a primary construction site.
 3. Transportation between an adjacent or virtually adjacent dedicated support site (e.g., project-dedicated batch plants or borrow pits located next to the worksite) and the primary or secondary worksite; and
 4. Onsite activities essential or incidental to offsite transportation (e.g., pickup, dropoff, loading and waiting time) where such time is not de minimis. The total amount of time a driver spends on the site of the work during a typical day or workweek – not just the amount of time that each individual delivery or removal takes – is relevant to a determination of whether the driver's onsite time is de minimis.
- (2) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (3) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Paragraph (F)(2) of this section, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (F)(2) of this Section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (F)(2) of this Section.
- (4) **Withholding for unpaid wages and liquidated damages.** Miami-Dade County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (F)(3) of this section.
- (5) **Contractor or Subcontractor.** The clauses set forth in Paragraphs (F)(1) through (4) of this Section shall be inserted in any subcontracts and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in Paragraphs (F)(1) through (4) of this Section."

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

- (a) Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (b) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security (DHS), the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

G. THE CLEAN AIR ACT, as amended, [42 USC Ch. 85 §§7401-7671g](#) and the **FEDERAL WATER POLLUTION CONTROL ACT**, as amended, [33 USC §§1251-1387](#).

(Applicability: Contracts exceeding \$150,000 awarded by the County under a federal grant).

- (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et seq.

- (2) Contractor agrees to report each violation to Miami-Dade County (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

H. PROCUREMENT OF RECOVERED MATERIALS

(Applicability: Contracts exceeding \$10,000).

In the performance of the Contract, in accordance with [CFR 200.323](#), Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

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

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

The Contractor also agrees to comply with all other applicable requirements of 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](#).

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) **Prohibitions.**

- (1) Section 889(b) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#), Pub. L. No. 115-232, and [2 CFR §200.216](#) prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in Paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) **Exceptions.**

- (1) This clause does not prohibit Contractors from providing:
 - (i) A Service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) **Reporting requirement.**

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in Paragraph

(d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to Paragraph (d)(1) of this clause:

(i) Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within ten (10) business days of submitting the information in Paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or

recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) **Subcontracts.**

The Contractor shall insert the substance of this clause, including this Paragraph (e), in all subcontracts and other contractual instruments.

J. DOMESTIC PREFERENCES FOR PROCUREMENTS

Consistent with [2 CFR §200.322](#), as appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. It is the intent of Miami-Dade County and the Contractor that this agreement includes and incorporate all requirements under all applicable State or Federal law, rules, regulations, or standards as may be needed such that this agreement is eligible for state or Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this agreement, and Contractor shall comply with same as if same were expressly included herein. Refer to [Sec. 2-8.2.6.1. of the Code of Miami-Dade County](#).

K. AFFIRMATIVE SOCIOECONOMIC STEPS: CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, [2 C.F.R. §200.321](#)

Pursuant to C.F.R. 200.321, Miami-Dade County will complete steps to ensure that small businesses, minority businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are used when possible. Steps include:

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

L. ACCESS TO RECORDS

In addition to the provisions contained in the Contract, and consistent with [2 CFR §200.337](#), the following access to records requirements apply to this Contract:

- 1) The Contractor agrees to provide Miami-Dade County, the Federal Awarding Agency's Administrator, the Comptroller General of the United States, Inspectors General of the United States, the Florida Auditor General, the Chief Inspector General of the State of Florida, the Florida Division of Emergency Management, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the Federal Awarding Agency's Administrator or his authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.
- 4) The Contractor agrees to retain its books, documents, papers and records of Contractor pertinent to this Contract for a period of five (5) years from the date of expiration of this Contract; provided, however, that the following are exceptions to this five (5) year requirement:

- (i) If any litigation, claim or audit is started before the expiration of the five (5) year period and Contractor is notified of same, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- (ii) Where Contractor is notified in writing to extend the retention period, then the record must be retained for the additional times requested by the government; and
- (iii) Where Contractor transfers all records to the County at the completion of the Contract as set forth in and in accordance with section M herein, then Contractor is not required to retain records for the five (5) year period as herein required and shall instead comply with the requirements of section M below.

In compliance with Section 1225 of the [Disaster Recovery Reform Act of 2018](#), Miami-Dade County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency's Administrator or the Comptroller General of the United States.

M. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use including prepared derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the County or, acquire on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any Work subject to copyright under [17 USC §102](#), for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the County data first produced in the performance of this Contract in formats acceptable by the County.

N. PROGRAM FRAUD AND FALSE OF FRAUDULENT STATEMENTS OF RELATED ACTS

The Contractor acknowledges that [31 USC §38](#) (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

O. DHS SEAL, LOGO, AND FLAG

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the Federal Awarding Agency. The Contractor shall include this provision in the any subcontracts.

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal policies, procedures, and directives.

Q. NO OBLIGATION BY FEDERAL GOVERNMENT

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

R. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract. All changes to the method, pricing, or schedule of work must be reasonable and the Contractor shall not present any claim which is not allowable or allocable under any Federal rule, requirement, or standard. The Contractor shall present all full and complete written justification, including cost or schedule documentation, supporting any request for a change to the Agreement at the direction of the County, and shall certify any such request for a change pursuant to the County's False Claims Ordinance, 21-255 et seq of the Miami-Dade County Code.

S. NO OBLIGATION BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT

The Florida Division of Emergency Management and the State of Florida are not parties to this Contract and are not subject to any obligations or liabilities of the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The Contractor agrees to hold harmless and indemnify the Florida Division of Emergency Management, the State of Florida, the United States of America, the Federal Funding Agency, the County, and their employees and/or contractors from and against all liability and claims of whatever nature by third parties arising from this Contract or the performance of Work arising from this Contract.

T. ENERGY CONSERVATION.

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

[U.S.C. 6201](#)).

U. BUY AMERICA PREFERENCE FOR INFRASTRUCTURE PROJECTS.

In accordance with [CFR Chapter I Part 184](#), Federal Awarding Agencies must ensure that none of the funds made available for a federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States. The Buy America Preference applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award. All Federal awards with infrastructure projects must include the Buy America Preference in the terms and conditions. The Buy America Preference must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. The terms and conditions of a Federal award flow down to subawards to subrecipients unless a particular section of the terms and conditions of the Federal award specifically indicate otherwise.

ARTICLE 34. FEDERAL, STATE AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) [Section 2-11.1 of the Code of Miami-Dade County](#), "Conflict of Interest and Code of Ethics".
- b) [Section 10-38 of the Code of Miami-Dade County](#) of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- c) [Section 11A-60 thru Sec. 11A-67 of the Code of Miami-Dade County](#) of the Code of Miami-Dade County, "Domestic Leave".
- d) [Section 21-255 thru Section 21-266 of the Code of Miami-Dade County](#), prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- e) The Equal Pay Act of 1963, as amended ([29 USC §206\(d\)](#)).
- f) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 ([42 USC Ch. 76 §§6101-6107](#)) and regulations issued pursuant thereto ([24 C.F.R. Part 146](#)).
- g) [Section 448.07 of the Florida Statutes](#) "Wage Rate Discrimination Based on Sex Prohibited".
- h) [Chapter 11A of the Code of Miami-Dade County](#) (§ 11A-1 *et seq.*) "Discrimination".
- i) [Chapter 22 of the Code of Miami-Dade County](#) (§ 22-1 *et seq.*) "Wage Theft".
- j) Any other laws prohibiting wage rate discrimination based on sex.
- k) [Chapter 8A, Article XIX, of the Code of Miami-Dade County](#) (§ 8A-400 *et seq.*) "Business Regulations".
- l) [Executive Order 12549](#) "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. [R-1072-17](#), by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "e" through "j" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this 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.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income.

By entering into this Contract, the Contractor attests that it is not in violation of the [Americans with Disabilities Act of 1990](#) (and related Acts) or Miami-Dade County Resolution No. R-385-95, as amended by [R-182-00](#). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County 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 award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor 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 consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County 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 County's best interest to consent to such relationship.
- d) 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 this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor 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, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County 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, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- d) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor 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 Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

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.

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the Project was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 41. FORCE MAJEURE

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in [Chapter 119, Florida Statutes](#), or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 43. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of [Section 448.095, Florida Statutes](#), as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 44. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)-(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Appendix B- Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 45. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to the Solicitation as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 46. SURVIVAL

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

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: Jonathan Burgiel Digitally signed by Jonathan Burgiel
Date: 2026.04.06 14:54:21 -04'00'
 (Signature)
 Name: Jonathan Burgiel
 Title: Business Unit President
 Date: April 6, 2026
 Attest: Preston Hopson Digitally signed by Preston Hopson
Date: 2026.04.06 16:10:47 -04'00'
 Corporate Secretary or Officer

By: _____
 (Signature) for
 Name: Daniella Levine Cava
 Title: Mayor
 Date: _____
 Attest: Juan Fernandez-Barquin
 Clerk of the Court and Comptroller
 By: _____
 (Deputy Clerk Signature)

Print Name: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Appendix A-Scope of Services

Background

Communities with a debris management plan are better prepared to restore public services and ensure public health and safety in the aftermath of a disaster and are better positioned to receive the full level of assistance available from the Federal Emergency Management Agency ("FEMA"), and other participating entities. The contractor shall provide disaster debris removal monitoring services to support the oversight and management of debris recovery contractors and submit and/ or assist in County applications for public assistance from FEMA, the State of Florida (the "State"), and other relevant agencies. The contractor shall have a comprehensive understanding of FEMA Public Assistance Program and shall provide oversight and management of debris recovery contractors. The contractor management of debris recovery contractors shall include but is not limited to: field monitoring of debris removal and reduction, truck certification, damage assessment, training, emergency planning and other related services as needed and/or requested by the County. Other related services include facilitating communication with the FEMA, the State and other federal agencies, and coordination with the State's FEMA liaison. Finally, the contractor shall submit and/or assist in the submission of County applications for public assistance from FEMA, the State, and other relevant agencies.

Services to be Performed

A. Project Management

The contractor shall:

1. Provide trained staff and necessary equipment to properly provide the services outlined. The contractor equipment shall include but not be limited to personal protective equipment (e.g., traffic vest, hard hat, gloves), safety equipment (e.g., traffic cones, barricades), transportation, and electronic and telecommunication devices (e.g., digital cameras, tablets, laptops, communication devices, handheld electronic data management devices, Global Positioning Systems ("GPS")), at no additional cost to the County.
2. Monitor and manage the debris recovery contractors. The contractor shall schedule work for all project management team members and debris recovery contractors on a daily basis.
3. Grant the County access to their disaster debris removal monitoring system. The system shall conform to the United States Army Corp of Engineers, minimum system specifications outlined in **Attachment A**.
4. Provide access to geospatial reporting systems which provide the County with both real-time and historical data using a shared read-only login. Read-only access will enable the County to complete data exports of summary and bulk data in various forms, including Excel. Data exports can be completed based on data range or can be inclusive of the entire database. If requested customized access logins can be provided to hide or redact information to provide limited access to various users as specified by the County.
5. Determine the impact and magnitude of the disaster event before federal assistance is requested, identify damaged locations and facilities, prepare pre and post disaster estimates of debris quantities, when feasible, identify and send debris to disposal sites that can process debris into beneficial use (e.g., processing landscape waste into mulch), document eligible costs and describe the physical and financial impact of the disaster.
6. Assign a Project Manager ("PM") and an Operations Manager ("OM"). The PM shall be assigned as the County's point of contact. The OM shall oversee and manage each debris recovery contractor and shall be supported by Field Supervisors.
 - a. At the discretion of the County, the PM may be physically located in the County's Emergency Operations Center or other location specified by the County. The PM shall be supported by the full array of selected Proposer's resources to enhance efficiency and expedite deliverables.

7. Monitor progress of debris recovery contractors, including issuance and electronic recording of load tickets, develop/implement recommendations to improve efficiency speeding up recovery work.
8. Provide post debris staging services including certifying volumetric capacity of trucks designated to remove debris from the site; monitor and record each and every contractor or other entities removing debris, document the type of debris removed and the volume of each load removed from the staging site and document the final disposal location(s) for each removed load and whether the debris is being reprocessed for beneficial use; when requested by the County, prepare the staging site closure plan; oversee and document staging area contractor restoration and site closure activities, certify completion of site closure in accordance with plan, and provide final site closure report to County, FEMA and any regulatory agencies having jurisdiction over the site or activities.
9. Conduct inspections and certify load capacity of each truck used by debris recovery contractors including: development and maintenance of a certified truck database with records of measurements, truck photos, certified truck capacity and other pertinent vehicle information (e.g. owner, vehicle registration, company).
10. Upon request by the County, the contractor shall assist the County in responding to public concerns regarding property damage assessment, replacement of damaged property, status of clean-up, and clean-up target dates.
11. Document damage(s) caused to private properties and public lands.
12. Review and reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement for debris hauling, monitoring, reduction, and disposal efforts. The contractor, in performing services related to review of invoices and payment requests and the rejection and approval thereof, agrees to perform all of its services for the County in strict compliance with Part VII of Chapter 218, Fla. Stat. titled "Local Government Prompt Payment Act" as if it were the local government entity. If a dispute arises between the contractor and the debris recovery contractor concerning payment of an invoice or payment request, the contractor shall immediately notify the County in writing of such dispute.
13. Submit and/or assist in the submission of County applications for public assistance from FEMA, the State, and other relevant agencies.
14. Make available project documents and data, in hard copy and through an electronic database, to designated County personnel. The County shall have access to hard copy project documents and data during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m.). The County shall have complete access to all electronic documents twenty-four (24) hours a day during the entire term of the contract and following completion of the contract
15. Digitize all source documentation, such as load tickets supplied to the County with each invoice, as required by FEMA and ensure compatibility with the County system that utilizes Microsoft Office.
16. Establish a Project Management Team to support the PM listed in item six of this section. Members of the Project Management Team shall include, but are not limited to the following:
 - a. Project Manager
 - b. Operations Manager/Assistant Project Manager
 - c. FEMA Reimbursement Manager
 - d. Field Supervisor
 - e. Truck Certifier
 - f. Staff Scheduler/Truck Dispatcher
 - g. Damage/Debris Assessment Specialist
 - h. Collection Monitor, Disposal Monitor, Flagmen/Traffic Controllers
 - i. Data Clerk
 - j. Engineer/Scientist — To conduct or assist with any preparation of any required studies, analysis or plans associated with impacts of a closure of debris staging and reduction sites that are required by County agencies. Assess or assist in mitigating or responding to other impacts or alleged impacts to the

environment as a consequence of the clean-up efforts.

17. The contractor may add other positions to the Project Management Team, as necessary, with the written approval of the County's Project Manager. The contractor is encouraged to utilize local workforce as available. Travel and lodging are not covered by the County (refer to Form-A, Price Proposal Schedule).

B. Response Time and Mobilization:

The County has the sole discretion to determine whether an event is predicted or unpredicted. The contractor shall respond to predicted events and unpredicted events as follows:

Predicted Events

A "Predicted Event" shall mean a debris generating event that can be anticipated at least twenty-four (24) hours before it affects the County, for example a tropical weather system. The contractor, when requested by the County, shall report to the location designated by the County, at a minimum of twenty-four (24) hours prior to a predicted emergency event.

Unpredicted Events

An "Unpredicted Event" shall mean a debris generating event that cannot be anticipated at least twenty-four (24) hours before it affects the County, for example a tornado. Emergencies other than predicted events, the contractor shall report within six (6) hours of notification to the location specified by the County authorized representative. The contractor shall mobilize a staff of sufficient size to adequately administer and monitor debris operations, as indicated herein.

C. Meeting and Communications:

The contractor shall:

1. Maintain open, timely conversations and written documentation with the County and FEMA to provide successful completion of the disaster response.
2. Meet with County representatives as directed and coordinated with the County throughout the execution of the recovery operations.
3. Attend pre-work conferences(s) for the debris recovery contractors, as directed by the County, and convene and attend regular progress and coordination meetings, as directed by the County.
4. Provide minutes in an electronic format of all meetings to the County. Minutes shall be provided the next business day after the meeting occurs.
5. Coordinate daily briefings, work in progress, staffing, and other key items with the County's Project Manager.

D. Operational Reports and Other Documentation:

The contractor shall prepare and submit to the County throughout the duration of the recovery operations the following reports:

1. Operational Reports shall document the current status of the contractors operational details such personnel levels, equipment status, status of debris management sites, summary of the Daily Reports as required below, and items as may be required by the County. The reporting frequency for the Operational Reports is to be determined by the County.
2. Daily reports shall document the debris recovery contractors' activities and progress from the previous day. The daily reports shall be submitted by 8:00 a.m. of the following day to a distribution list established by the County's Project Manager. Each daily report submitted shall contain at a minimum the following information:
 - a. Name of each Contractor.
 - b. Number of Contractors including the number of crew members working each day, number of loads

- removed, estimated cubic yards removed for the day and the respective number of cumulative loads and cubic yards removed.
- c. Reports and graphs that document the production rate of crews, equipment, progress by area and estimation of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed and hauled).
 - d. Geographic Information Systems ("GIS"), mapping data updates and digitized reports. All required GIS layers will be provided to the contractor by the County's authorized representative prior to an event or as soon as possible to ensure up to date files and consistency in field structure.
 - e. Report of cubic yards, converted to tonnage, if available, of debris delivered to DSWM facilities.
 - f. Other reports as required by FEMA.

At the County's sole discretion, additional reporting information and data may be required.

E. Field Monitoring:

Each debris recovery location shall have at minimum (1) Collection Monitor [see Section 2.2(A), item 16 (h)]. The Collection Monitor shall oversee the debris recovery crew for contract compliance, efficiency and regulatory compliance. The Collection Monitor shall provide feedback to the County through a Field Supervisor.

Responsibilities of selected Proposer's PM, and the Project Management Team, including the Collection Monitors, shall include, but not be limited to:

1. Documenting daily and weekly recovery work and costs ensuring that proper records are maintained for load tickets, using a hand-held electronic data management device. This documentation is required as evidence to support and document recovery costs and reimbursement of the County.
2. Inspecting the means and methods, according to FEMA's guidelines for reimbursement, to measure and record work, recommending changes that may be needed.
3. Stopping work in progress that is not being performed or documented in the appropriate manner.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type according to County and FEMA classification in the proper areas as assigned by County authorized representative.
5. Checking work in progress to ensure that the proper work authorizations, permits, and other regulatory requirements and prerequisites have been received and approved.
6. Verifying that all debris sites and staging areas have adequate access control and security.
7. Verifying, within reason, that the disposal location(s) of the debris is a location that reprocesses debris for beneficial use.
8. Recommending any improvements in work assignments and/or efficiency and productivity that may be appropriate.
9. Maintaining digital photo documentation of recovery work, as required by the County.

F. Debris Site and Staging Area Monitoring:

The contractor shall ensure that a minimum of four (4) Disposal Monitors per debris site and/or staging area are deployed upon establishment of each site to assess and record load volumes and provide coordination and perform other related activities necessary for reimbursement by FEMA. The County authorized representative will advise if additional Disposal Monitors are required depending on the size of the debris site and/or staging areas.

G. Public and Private Property Damage Assessments:

The contractor shall assign Damage Assessment Specialists to document field damages to private properties and public lands and to notify contractors of their responsibilities in repairing damages. In the event that damages are not repaired to the satisfaction of the homeowner and/or government entity, and where the debris removal

contractor claims no further responsibility, the documentation from each of these incidents shall be turned over to the County's People and Internal Operations Department ("PIOD"), Risk Management Division for final resolution.

H. Technical Expertise and Guidance:

Per event, when directed by the County, the contractor shall:

1. Develop and submit a comprehensive emergency management plan to include plan development, review, and revisions.
2. Provide damage assessments of facilities; assessment plan development, procedure development, staff training, staff augmentation, and deployment.
3. Develop a comprehensive mitigation program to include development of a mitigation plan, cost benefit analysis, project management, and environmental review.
4. Provide the County all relevant data and supporting documentation as may be required by the County Mayor, County senior management staff, Board, and Board subcommittees.
5. Provide technical support and assistance in developing public information.
6. Provide other reports and data as required by the County.

I. Final Report:

A final report of volume and any other information collected for each event, as requested by the County, shall be prepared by the contractor and shall be submitted to a distribution list as established by the County's Project Manager, within thirty (30) days of completion of the recovery operations. Recovery operations include remediation of sites, closure of sites and conclusion of all related operations. At a minimum, the following information shall be included in the report:

1. Discussion of lessons learned and recommendation for future disaster response, including the County's recovery contract requirements and results.
2. Recommendation for future disaster response strategies.
3. Digital copies of manifests, certificates, and related documents.
4. All other data taken during the implementation of the Disaster Response Plan.

J. Event Closure:

The contractor shall review and process requests for payment by the debris removal contractors. As part of this process, the contractor shall reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement by FEMA for debris hauling and monitoring efforts. The contractor shall prepare final reports necessary for reimbursement by FEMA and any other applicable agencies involved in disaster recovery efforts.

K. Training Services:

Contractor shall conduct onsite training, as requested by the County, with the content to be defined at the time of request. Training may include the following groups, as needed: operational/field staff, administrative/managerial staff, or technical staff and cover topics such as the use of the comprehensive disaster debris removal monitoring system, provision of services, or the emergency management plan and/or preparation. The duration of each training shall be mutually agreed upon. All training shall include reference documentation. All reference documentation shall be submitted to the County for review and approval prior to completion of training. If additional training is needed, Contractor has the ability to provide online, web-based training as well. Contractor will provide executive level training of no more than half a day in length. The level of detail provided during the training class will be consistent with the level of ongoing involvement of County staff.

Additional Services

At the County's sole discretion, the contractor may be required to perform any of the following additional services, but not limited to:

1. Provide aerial photographs of debris sites or other areas as requested by the County and per FEMA specifications.

In situations where the selected Proposer may be required to provide these additional services, a formal written proposal shall be provided with the scope of work and price to be submitted for review and approval by the County's Project Manager. The hourly rates for these services shall not exceed those stipulated in the Price Proposal Schedule (Form-A). Reimbursement for equipment, material and for subcontracted services not stipulated in the Price Proposal Schedule shall be included in the formal written proposal and will be considered on a case-by-case basis. The County will not reimburse the selected Proposer for any additional costs of any kind not originally included in the scope of work that was pre-approved.

ATTACHMENT A
United States Army Corp of Engineers

Automated Debris Management System (“ADMS”) (*pronounced Adams*)

The purpose of this section is to provide specifications for an automated debris management system to be utilized in disaster debris management missions tasked under the Debris ACI Contract(s). The ADMS must meet the following performance characteristics:

- a. Truck certification is used to register debris hauling vehicles and equipment. At a minimum, the following must be included:
 - A means of electronically registering debris contractor vehicles and equipment
 - Link electronic registration to digital images
 - Identify mission/contract number
 - Generate unique ID's for contractor vehicles and equipment
 - Utilize uniform measurements e.g. feet and inches to calculate vehicle volume
 - Capture driver's and certification team member's unique identification numbers
 - Capability to recertify vehicles and record in an audit table
 - Certification data must be associated to authorized system user
 - Reject vehicles which are not associated with current mission/contract
 - Capture vehicle audit records
 - Create a printed certification record
 - Provide administrative reporting capabilities of all data and digital images through documents and web services
- b. The ticket/tower applications must incorporate system operator credentials. At a minimum, this should include:
 - Ticket/tower monitor electronic registration
 - Generate unique ID's for registrants
 - Link designated ticket/tower personnel roles to a specific mission
 - The ability to edit ticket/tower personnel roles i.e., create, update and delete
 - Store ticket/tower personnel contact information relative to the mission
 - Track and Manage ticket/tower personnel role and status
 - Reject invalid ticket/tower personnel credentials
- c. The system must generate an electronic load ticket at the point of debris loading into the transport container. Any method of ticket generation (paper, smart card, RFID, or other methods) is acceptable, provided ticket issue is controlled. At a minimum, the system must produce a load ticket data record including the following characteristics:
 - Position of loading point
 - Date and time of ticket initiation
 - Truck identification
 - Mission/Contract number
 - Ticket initiator personnel credentials
 - Acknowledge successful data capture
 - Record digital images of debris, location, and / or other images selected by user.
 - Records Right of Entry or work order number if applicable
- d. Completed Right-of-Way (ROW), Right-of-Entry (ROE) and Per-Unit point of origin transactions must be received at the approved disposal site. At a minimum, the disposal site management application must provide the capability to:
 - Identify site configuration data such as, but not limited to, name, location, debris type, etc. at the beginning of each workday
 - Display certification data and photo for ticket/tower personnel to perform a field audit of truck/trailer to assure they matches certification and placard number
 - Designate debris type

- Record debris volume (based on unit of measure for the contract task order)
 - Create load data record in internal storage
 - Continuously calculate and present real-time disposal site statistics
 - print paper load ticket receipts for backup and auditing purposes
 - Store data locally and transmit transaction data as quickly as possible based on communication availability
 - Associate ticket/tower personnel credentials with each received load
- e. Other Miscellaneous requirements
- No debris paper load tickets will be allowed. All load tickets must be submitted in electronic format. (debris type, load call, and ROE number) are manually entered
 - Uses Global Positioning System (GPS) & Geographic Information System (GIS) technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage
 - Evaluation of daily event status, production information, and performance information using web-based reporting, off the shelf software, and GIS tools. This information reporting is to include the provision of web-services.
 - Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled through an integrated database management system. This database system will provide web-services that enable application-to-application interaction.
- f. Perform administrative functions, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the field administrative applications must provide the capability to:
- Change ticket/tower personnel identification badge roles and responsibilities
 - Review total CY counter value
 - Audit vehicle certification data
 - Validate/Invalidate equipment and personnel
 - Reinitiate security sequence for ticket/tower personnel
 - In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data
- g. Provide specified data established by the KO. Data may include but is not limited to:
- Debris Hauled by Waste Stream (Daily and Accumulative)
 - Percentage complete per Pass
 - Debris Reduced (Daily and Accumulative)
 - Debris Loads (Daily and Accumulative)
 - Number of Crews
- h. h. Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The Data Consolidation applications must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum, the Data Consolidation tools must provide the capability to:
- Accept transactional data sets from multiple debris location systems
 - Recognize multiple mission/applicant configurations
 - Grant access to authorized authenticated users or processes
 - Enable application-to-application interaction through web-services
 - Contain a master record of:
 - Roles and responsibilities
 - Ticket/tower personnel credentials and other data
 - Certification credentials and other data
 - Mission data
 - Applicant data
 - Geospatial data
 - *Street centerlines

- *County outlines
- *Population and demographic
- *Elevation
- *Wetlands delineation
- *Historic and Environmentally Sensitive areas
- *Debris work zones
- *Parcel data
- *Land use
- *FEMA flood zones

- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data
- Select one or many points of data
- Calculate operational efficiency statistics such as:
 - Trip turnaround time
 - Trip distance to disposal site (straight line projection)
 - Average container fill percentage
 - Average tower manager load call
 - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc.
- Multiple data selections generate tabular data reports
- Filter mechanisms to highlight geospatial data
- Role based security
- Prevent distributed data from being reprocessed for billing purposes
- Identify billing data sets based on parameters such as:
 - Time/Date
 - Contractor/Subcontractor
 - Debris type
 - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
 - Haul distance
- Prevent modification to original data by unauthorized or unauthenticated users
- Insert audit records for modifications to original data by authorized, authenticated users
 - i. Web services must be provided to fulfil administrative reporting capabilities in Attachment 4 paragraphs a, e, g, and h. At a minimum, the web services should include:
- Access to data elements outlined in Attachment 4 paragraphs a, e, g, and h.
- Authentication and authorization methods which allow for a process to make requests in accordance with the authentication and authorization listed in Attachment 4, paragraph h.
- Utilization of the Representation State Transfer (REST) software architectural style
- Web service Application Programming Interface (API) that adhere to REST architectural constraints.
- Documentation of this REST API which outlines the architecture and includes instructions for performing queries on data elements.
- Standard Hypertext Transfer Protocol (HTTP) methods, including but not limited to, GET, POST, PUT, PATCH and DELETE.
- HTTP methods that return responses in Hypertext Markup Language (HTML), JavaScript Object Notation (JSON), and Extensible Markup language (XML)

FORM A - PRICE PROPOSAL SCHEDULE DISASTER DEBRIS REMOVAL MONITORING SERVICES**A. Hourly Rates**

The Contractors hourly rates for providing disaster debris removal monitoring services as stated in the Scope of Services.

Estimated Hours	Position	Hourly Rate	Extended Price (Estimated Hours x Hourly Rate)
800	Project Manager	\$ 0.00	\$ 0.00
2,000	Operations Manager/Assistant Project Manager	\$ 62.00	\$ 124,000
1,200	FEMA Reimbursement Manager	\$ 89.00	\$ 106,800
8,400	Field Supervisor	\$ 49.00	\$ 411,600
2,800	Truck Certifier	\$ 49.00	\$ 137,200
1,800	Staff Scheduler/ Truck Dispatcher	\$ 32.00	\$ 57,600
900	Damage/Debris Assessment Specialist	\$ 54.00	\$ 48,600
49,000	Collection Monitor	\$ 38.40	\$ 1,881,600
12,000	Disposal Monitor	\$ 37.40	\$ 448,800
2,600	Flagman / Traffic Controllers	\$ 35.00	\$ 91,000
400	Data Clerk	\$ 59.00	\$ 23,600
300	Engineer/Scientist	\$ 99.00	\$ 29,700

B. Hourly Rates for Additional Services

The Contractor stated the position(s), job description(s) and its hourly rates for providing additional services.

Position	Job Description	Hourly Rate
GIS Specialist	GIS reporting and analyst tasks	\$ 65.00
Health and Safety Manager	Implementation of Health & Safety program	\$ 72.00
Aerial Photography-Drone	Photography using drones	\$ 150.00
Aerial Photography-Planes	Photography using planes	\$ 1,110.00

Note:

1. The estimated hours listed in **Section A, Hourly Rates** represent a three (3) million cubic yard event based on the County's past experience. Estimated quantities are for evaluation purposes only and not a guarantee of work. Debris sites and staging areas will be operational seven (7) days per week from sunrise to sunset.
2. All hourly rates shall remain firm and fixed for the contract, including any option and extension periods. However, after the initial 12 months from the effective date of the contract, and every yearly anniversary thereafter of the contract effective date, pursuant to Agreement, Article 8, the County may consider an adjustment to the hourly rates if requested by the Contractor based on the Consumer Price Index ("CPI") percentage change as calculated by the United States Department of Commerce for all Urban Consumers in the Miami-Ft. Lauderdale area.
3. All hourly rates shall be inclusive of all out-of-pocket expenses, material, travel, per diem and miscellaneous cost and fees.
4. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.