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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(F)(9)

Subject: Recommendation for Approval to Award: Disaster Debris Removal Monitoring Services Contract – Request for Proposals No. 00172

Resolution No. R-37-16

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the award of *Request for Proposals No. 00172, Disaster Debris Removal Monitoring Services* to Tetra Tech, Inc. (Tetra) for the delivery of such monitoring services on behalf of the Parks, Recreation, and Open Spaces and Public Works and Waste Management departments. The departments will use this contract to support the oversight and management of debris recovery contractors following disaster events.

Tetra's responsibilities in the management of debris recovery contractors includes, but is not limited to, field monitoring of debris reduction and removal, truck certification, damage assessment, training, and emergency planning. Tetra will also be responsible for preparing and submitting public assistance applications on behalf of the County to the Federal Emergency Management Agency (FEMA), the State of Florida, and other relevant agencies for disaster recovery efforts.

Under the contract, Tetra shall hire and utilize a local workforce to provide the services.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The contract allocation will only be used if needed and is an estimate based on historical data from previous debris removal monitoring efforts. The solicitation specified that the County makes no guarantees as to the volume of work or value of any contract the awarded vendor would receive. The fiscal impact for the five-year term is estimated to be $90,000,000. Should the County choose to exercise the single five-year option to renew, the estimated cumulative value will be $180,000,000.

The current contract, RFQ99, is valued at $150,020,000 for eight (8) years. The annual allocation under the replacement contract has been reduced slightly due to lower rates for the solicited services. Costs for services are initially paid by the County and then are subsequently submitted to the State of Florida and/or FEMA for reimbursement. Therefore, the funding source is determined at the time of need.

Department	Allocation	Funding Source	Contract Manager
Parks, Recreation, and Open Spaces	$15,000,000	Determined as needed	Bill Solomon
Public Works and Waste Management	75,000,000	Determined as needed	Olga Espinosa-Anderson
Total	**$90,000,000**		

Track Record/Monitor

Beth Goldsmith of the Internal Services Department is the Procurement Contracting Officer.

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

Vendor Recommended for Award
A Request for Proposals was issued under full and open competition on December 12, 2014. Seven (7) proposals were received in response to the solicitation. This method of award was used to obtain the best value to the County by conducting a qualitative review of proposals, including qualifications, experience, and technical capability. The recommended vendor has substantial qualifications and experience and has proposed a robust electronic, automated tracking and reporting system to meet the needs of the County. Under the current contract, three (3) vendors are awarded. The replacement contract is being awarded to a single vendor due to changes in technology and the industry. Paper ticketing, tracking, and reporting have been replaced by the use of an automated electronic system. By awarding to a single vendor, the County will be able to standardize the use of a single system and produce uniform reports, providing more effective and efficient management.

Awardee	Address	Principal
Tetra Tech, Inc.	3475 E. Foothill Boulevard Pasadena, CA	William R. Brownlie

Vendors Not Recommended for Award

Proposers	Reason for Not Recommending
CB&I Environmental & Infrastructure, Inc.	Evaluation Scores/Ranking
CDR Maguire, Inc.	
Metric Engineering, Inc.	
Rostan Solutions, LLC	
True North Emergency Management, LLC	
Witt O'Brien's, LLC	

Due Diligence
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There are no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures
- The two (2) percent User Access Program provision does not apply due to the federal reimbursement requirements.
- The Small Business Enterprise Selection Factor and Local Preference do not apply due to the federal reimbursement requirements.
- The Living Wage Ordinance does not apply.

Attachment

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(9)

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**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) 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. 8(F)(9)
1-20-16

RESOLUTION NO. R-37-16

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP 00172 TO TETRA TECH, INC. FOR THE PROVISION OF DEBRIS REMOVAL MONITORING SERVICES FOR THE PARKS, RECREATION AND OPEN SPACES AND PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENTS IN A TOTAL AMOUNT NOT TO EXCEED $180,000,000.00 OVER THE INITIAL FIVE-YEAR TERM AND FIVE-YEAR OPTION TO RENEW PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE 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 this Board approves award of Contract No. RFP 00172 to Tetra Tech, Inc. for the provision of debris removal monitoring services for the Parks, Recreation and Open Spaces and Public Works and Waste Management departments, in substantially the form attached hereto and made a part hereof, as set forth in the incorporated memorandum in a total amount not to exceed $180,000,000.00 over the initial five-year term and the five-year option to renew period; and authorizes the County Mayor or County Mayor's designee to execute same and exercise all provisions contained therein, including any extensions or renewals, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

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

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **absent**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**absent**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. 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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Suzanne Villano-Charif

Disaster Debris Monitoring Services
Contract No. 00172

THIS AGREEMENT 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 Delaware, having its principal office at 2301 Lucien Way, Suite 120, Maitland, Florida 32751 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Disaster Debris Monitoring Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.00172 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated January 22, 2015, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Disaster Debris 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 "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00172 and all associated addenda, and the Contractor's Proposal.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services 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 County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The word "FEMA" to mean the Federal Emergency Management Agency.

j) The words "Predicted Event" to mean a debris generating event that can be anticipated at least 24 hours before it affects the County (i.e., a tropical weather system). The County shall, in its sole discretion, determine predicted events.

k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

m) The word "subcontractor" or "sub-consultant" 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.

n) The words "Unpredicted Event" to mean a debris generating event that cannot be anticipated at least 24 hours before it affects the County (i.e., tornado). The County shall, in its sole discretion, determine unpredicted events.

o) The words "Work", "Services" "Program", or "Project" 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) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Price Schedule (Appendix B) 4) the Miami-Dade County's RFP No. 00172 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 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 both 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 Services 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 and Services 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 and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and 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 indicated on the first page of this agreement and shall continue through December 31, 2020. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to 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.

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 Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Olga Espinosa-Anderson
Phone: (305) 514-6730
Fax: (305) 514-6882
E-mail: oe1@miamidade.gov

and,

b) to the Project Manager:

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2 Street
Miami, FL 33128
Attention: William E. Solomon
Phone: (305) 755-7873
Fax: (305) 755-7890
E-mail: pbs@miamidade.gov

and,

c) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316
E-mail: allangm@miamidade.gov

(2) To the Contractor

Tetra Tech, Inc.
2301 Lucian Way
Suite 120
Maitland, FL 32751
Attention: Betty Kamara
Phone: (321) 441-8518

Fax: (321)441-8501
E-mail: betty.kamara@tetratech.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 and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated in Appendix B, Price 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 Services 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 included in Appendix B, Price Schedule shall remain firm and fixed until at least December 31, 2016; however, the Contractor may offer discounts to the County. It is the Contractor's responsibility to request any price adjustment. The Contractor's request for adjustment must be submitted to the County's Internal Services Department for review no less than 90 days prior to expiration of the then current contract year. The County may consider an adjustment to prices based on the annual October release Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for All Urban Consumers, All items 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 agrees that under the provisions of this Agreement, the Contractor may bill the County periodically, but not more than once per month, for completed services as described in Appendix A (Scope of Services) and as further priced in Appendix B (Price Schedule). In addition, the County will pay on an as needed basis additional services as defined in Appendix A. 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 shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health 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 the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 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 in duplicate by the Contractor to the County as follows:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Accounts Payable

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2 Street
Miami, FL 33128
Attention: William E. Solomon

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

Contractor shall indemnify 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. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability (when applicable) in the name of the Contractor or the Licensed Professional employed by the Contractor in an amount not less than $1,000.000 per claim.

AERIAL PHOTOGRAPHIC SERVICES

In addition to the insurance requirements A - D mentioned above, the contractor will provide or cause its subcontractor to provide:

E. Aircraft Liability including Passenger Liability in the name of the contractor or subcontractor, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami Dade County must be shown as an additional insured with respect to this coverage.**

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 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.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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 insurance certificate 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 be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services 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 Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the 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 agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any 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 Services described herein, in a competent and

professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

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 considered to 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 services 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 or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the 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. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, 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 to this Agreement 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 parties. Any such dispute shall be brought, if at all, before the County Mayor within 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 in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be 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.

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 both 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 costs from the Contractor.

ARTICLE 16. RETENTION OF RECORDS

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the

County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

ARTICLE 17. AUDITS/ACCESS TO RECORDS

The County, or its duly authorized representatives or 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 Miami-Dade County 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. 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.

Further, the following access to records applies to this Contract:

(1) The Contractor agrees to provide the County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such 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 will cause 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 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 services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services 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 Services to be performed. Such Services 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 Services 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 services 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 subcontract 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 and 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.

f) In the event that subcontractors are to be requested under this Contract, the Contractor shall take the five affirmative steps listed below to ensure minority firms, women's business enterprises, and labor area surplus firms are used when possible:

a. The Contractor must place qualified small and minority businesses and women's business enterprises on solicitation lists
b. The Contractor must assure that small and minority businesses and women's business enterprises are solicited whenever they are a potential source.
c. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
d. The Contractor must establish delivery schedules, where requirements permit, which encourage participation by small and minority businesses and women's business enterprises.
e. The Contractor may use the services of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, 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 be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years 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 County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

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

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.

ARTICLE 24. EVENT OF DEFAULT

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

i. the Contractor has not delivered Deliverables 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.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services 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 Services 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 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 Services or any part thereof either by itself or through others.

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

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("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 Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the 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.

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 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) It is understood and agreed that 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 Florida's 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 (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their 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 any 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 rights, title and interest in and to certain inventions, ideas, designs and methods,

specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "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. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code)
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the County Code)
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***

(Ordinance 97-35)

12. *Subcontractor /Supplier Listing*
(Section 2-8.8 of the County Code)

13. *Environmentally Acceptable Packaging*
(Resolution R-738-92)

14. *W-9 and 8109 Forms*
(as required by the Internal Revenue Service)

15. *FEIN Number or Social Security Number*
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. 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
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. *Office of the Inspector General*
(Section 2-1076 of the County Code)

17. *Small Business Enterprises*
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. *Antitrust Laws*
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest
Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling 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 request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "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 of Miami-Dade County, 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, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the

total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health 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 independent private sector inspectors general (IPSIG) 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 form and which 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. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and 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) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract. During the performance of this Contract, the

Contractor agrees as follows:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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.

ii. The Contractor will, in all solicitations or advertisements for employees place 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.

iii. The Contractor will send to each labor union or representative of workers with which the Contractor 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.

iv. The Contractor will comply with all provisions of Executive Order1126 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

v. The Contract will furnish all information and reports required by Executive Order 1126 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

vii. The Contractor will include the sentence immediately preceding paragraph (i) and the provisions of paragraph (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contract will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions of noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

i) Compliance with the Copeland "Anti-Kickback" Act
   i. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C 3145, and the requirements of 29 C.F.R. pt 3 as may be applicable, which are incorporated by reference into this Contract.
   ii. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
   iii. 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.

j) Compliance with Contract Work Hours and Safety Standards Act
   i. 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 receive 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.
   ii. Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and 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 (i) of this section in the sum of $10 for each calendar day on which such individual was required or permitted to week in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

iii. Withholding for unpaid wages and liquidated damages. The 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 (ii) of this section.

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

k) Clean Air Act

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

ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office.

iii. The Contractor agrees to include these requirements in each sub contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

l) Federal Water Pollution Control Act

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

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office.

iii. The contractor agrees to include these requirements in each sub contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

m) 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 the compliance with the Energy Policy and Conservation Act.

n) 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Grants, Contracts and Cooperative Agreements," as applicable to this Contract.

o) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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), permit(s), etc. 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 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, 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. 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 35. 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, supplies 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 County's 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 in regard to remedying the situation.

ARTICLE 36. 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 Services to be performed hereunder except upon prior written approval and instruction of the County; and

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

ARTICLE 37. BANKRUPTCY

The County reserves the right to 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 38. 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 Miami-Dade County.

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://lapps.southfloridaworkforce.com/firstsource/.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure 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) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 41. 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.

ARTICLE 42. NOTICE OF FEDERAL EMERGENCY MANAGEMENT AGENCY REPORTING REQUIREMENTS AND REGULATIONS

a) General. The County may use Public Assistance grant funding awarded by FEMA to the State of Florida to pay, in whole or in part, for the costs incurred under this Contract. As a condition of Public Assistance funding under any FEMA declaration, FEMA requires the State of Florida to provide various financial and performance reporting.
   a. It is important that the Contractor is aware of these reporting requirements, as the County may require the Contractor to provide certain information, documentation, and other reporting in order to satisfy the reporting requirements of the State of Florida which, in turn, will enable the State of Florida to satisfy reporting requirements to FEMA.
   b. Failure of the State of Florida to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this Contract.

b) Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
   a. 44 CFR § 13.40 (Monitoring and Reporting Program Performance)
   b. 44 CFR § 13.41 (Financial Reporting)
   c. 44 CFR § 13.50(b) (Reports)
   d. 44 CFR § 206.204(f) (Progress Reports)
   e. FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedures (Dec 2013)
   f. FEMA-State (or Tribal) Agreement
   g. Any future requirements as outlined by FEMA in new guideline releases

c) Financial Reporting. The State of Florida is required to submit the following financial reports to FEMA:
   a. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance program under a FEMA declaration.
   b. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
   c. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

d) Performance Reporting. The State of Florida is required to submit the following performance reports to FEMA:
   a. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance program under a FEMA declaration.
   b. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
   c. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: Jonathan Burgiel	By:
Name: Jonathan Burgiel	Name: Carlos A. Gimenez
Title: Vice President	Title: Mayor
Date: July 17, 2015	Date:
Attest: Sandra Fajardo Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency Assistant County Attorney

Notary Public State of Florida
Sandra M Fajardo
My Commission FF 096767
Expires 03/09/2018

APPENDIX A – SCOPE OF SERVICES

Background

Communities with a debris management plan are better prepared to restore public services and ensure the public health and safety in the aftermath of a disaster, and are better positioned to receive the full level of assistance available from FEMA and other participating entities. The County is soliciting proposals for 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 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's 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 Federal Emergency Management Agency (FEMA), the State of Florida and other federal agencies and coordination with 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 of Florida 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 throughout this solicitation. The Contractor's equipment shall include, but not be limited to personal protective equipment (e.g., traffic vest, hard hat, gloves, etc.), safety equipment (e.g., traffic cones, barricades, etc.), transportation, and electronic and telecommunication devices (e.g., digital cameras, tablets, lap tops, communication devices, Global Positioning Systems (GPS) etc.) 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. 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, document eligible costs and describe the physical and financial impact of the disaster.

4. 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 (EOC) or other location specified by the County. The PM shall be supported by the full array of Contractor's resources to enhance efficiency and expedite deliverables.

5. Monitor progress of debris recovery contractors, including issuance and electronic recording of load tickets, develop/implement recommendations to improve efficiency speeding up recovery work.

6. 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; 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.

7. Provide and use hand-held electronic device(s).

8. Provide the Contractor's RecoveryTrac Automated Debris Management System for documentation and data management which shall include the functionality outlined in Attachment 1 and conform to the United States Army Corp of Engineers, DTD12Jul2013, minimum system specifications outlined in Attachment 2. The Contractor shall grant the County access to RecoveryTrac's Geospatial reporting system. Access to geospatial reporting systems provides 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.

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 etc.).

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, clean-up target dates, etc.

11. Document damages 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 this Solicitation and Part VII of Chapter 218 of the Florida Statutes 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. The Contractor shall submit and/or assist in the submission of County applications for public assistance from FEMA, the State of Florida 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 all electronic documents 24 hours a day during the entire term and of the contract and following the completion of the contract.

15. Digitize all source documentation in PDF format, such as load tickets supplied to the County with each invoice, as required by FEMA and to be compatible with the County system that utilizes Microsoft Office.

16. Establish a Project Management Team to support the Project Manager. Members of the Project Management Team may 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

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 shall utilize local work force as available. Travel and lodging are not covered by the County.

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 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 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 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 coordinate 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 Contractor's 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); and

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 data files and consistency in field structure.

e) Report of cubic yards, converted to tonnage, if available, of debris delivered to PWWM facilities.

f) Other reports as required by FEMA.

3. Customized reports shall be made available by the Contractor to the County at no additional cost. Upon request for a customized report, the Contractor will make every reasonable effort to provide the County with a draft of the report within 48 hours or less for the County's review and approval. If the complexity of the report requires in excess of 48 hours, the Contractor's Project Manager will keep the County informed as to the progress and expected delivery and if possible, provide the requested data in a temporary format (such as Excel) until the final report can be delivered.

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. 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 Contractor's Project Manager, and the Project Management Team, including the Collection Monitors, shall include, but not be limited to:

1. Document 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. Inspect the means and methods, according to FEMA's guidelines for reimbursement, to measure and record work, recommending changes that may be needed.

3. Stop work in progress that is not being performed or documented in the appropriate manner.

4. Inspect 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. Check work in progress to ensure that the proper work authorizations, permits, and other regulatory requirements and prerequisites have been received and approved.

6. Verify that all debris sites and staging areas have adequate access control and security.

7. Recommend any improvements in work assignments and/or efficiency and productivity that may be appropriate.

8. Maintain 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 Internal Services Department, 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. Such plan must include RecoveryTrac testing and system acceptance by the County to confirm compliance with performance requirements. Final plan must be submitted no later than May each year.

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 Mayor, County Senior Management Staff, Board of County Commissioner's (BCC) and BCC 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 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 RecoverTrac 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 an 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.

L. 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.

2. Provide other related emergency management and consulting services identified and required by the County.

In situations where the Contractor 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 Appendix B, Price Schedule. Reimbursement for equipment, material and for subcontracted services not stipulated in the Price Schedule shall be included in the formal written proposal and will be considered on a case-by-case basis.

APPENDIX B – PRICE SCHEDULE

Hourly Ceiling Rates

Hourly rates are inclusive of all out of pocket expenses, material, travel, per diem and miscellaneous cost and fees.

Position	Hourly Rate
Project Manager	$75.00
Operations Manager/Assistant Project Manager	$57.00
FEMA Reimbursement Manager	$59.00
Field Supervisor	$37.50
Truck Certifier	$33.50
Staff Scheduler/ Truck Dispatcher	$29.00
Damage/Debris Assessment Specialist	$38.00
Collection Monitor	$33.50
Disposal Monitor	$33.50
Flagman / Traffic Controllers	$29.00
Data Clerk	$0.00
Engineer/Scientist	$72.00
GIS Specialist	$53.00
Administrative Assistant	$29.00
Data Manager	$59.00
Health and Safety Manager	$64.00
ADMS Ticketing Specialist	$67.00
Public Assistance Analyst	$95.00

ATTACHMENT 1 - RecoveryTrac™ ADMS FUNCTIONALITY

System Overview

RecoveryTrac™ ADMS: A New Paradigm in Debris Removal

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, ***TETRA TECH has invested heavily in research and development*** in efforts to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility of debris project operations, RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

- 800 units immediately available (owned, not rented or leased)
- USACE ADMS compliant
- Connected or disconnected operation independent of cellular network issues
- Expedites invoice reconciliation
- Provides real-time GIS reports and pass map tracking in a web-based portal
- Advanced issue management toolset
- Automated photograph and GPS capture
- Intuitive and user-friendly and highly scalable

Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. TETRA TECH has developed resilient software and hardened IT infrastructure to efficiently capture and manage the project documentation efforts in the largest of responses to disasters. This state-of-the-art technology has ***already shown to increase the efficiency and improve the management*** of debris removal efforts for multiple clients. RecoveryTrac is the ***most full featured electronic ticketing and disaster debris management system available.***

RecoveryTrac ADMS is proven in Disaster Activations

Used in field operations since 2011, RecoveryTrac ADMS has successfully documented the removal of over ***3.5M Cubic Yards of debris removal and over 200,000 hazardous tree removals.*** ADMS has been used in several activations with over 100 monitors in operational areas spanning several states. Its ability to be rapidly deployed in harsh conditions has made it invaluable in delivering successful projects and those familiar with RecoveryTrac ADMS, from ***Clients to Debris Haulers, ask for the system by name*** because of the features and rock-solid reliability in the field.

Disaster	Year	# of Projects	Total CY's
Flooding/Severe Storm (TX)	2015	5	350,000*
Ice Storm (GA/SC)	2014	7	1,042,000
Floods (CO)	2013	3	96,100
Ice Storm (SD)	2013	2	203,000
Hurricane Sandy (NJ)	2012	14	197,850
Hurricane Isaac (LA)	2012	1	255,000
Texas Drought & Wildfires	2011	3	1,300,000

**Project not yet completed; quantity provided is an estimate.*

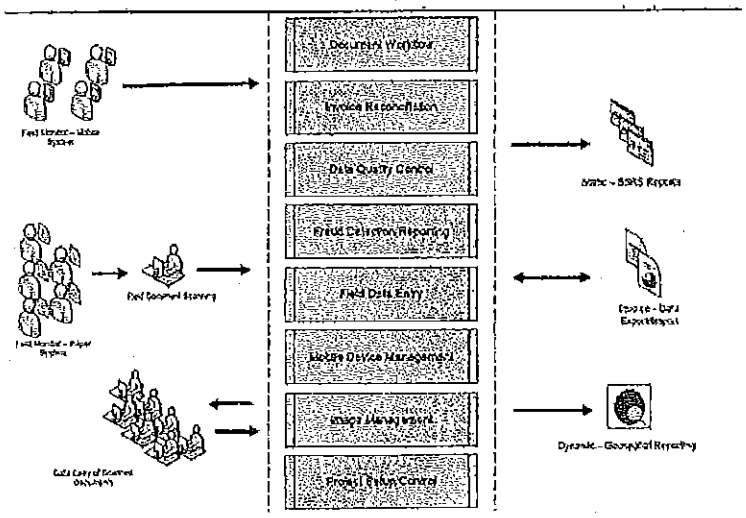
RecoveryTrac System Overview

The RecoveryTrac Automated Debris Management System (ADMS) is comprised of three applications and a hardened and reliable infrastructure providing a scalable and capable debris management solution.

This Technical Capabilities document provides an overview of the RecoveryTrac system, Key components of the system include:

- RecoveryTrac -Infrastructure – The backbone of the solution, scalable and capable of supporting the largest of activations
- RecoveryTrac -Desktop – The desktop application provides the setup, configuration, management, and monitoring of the system
- RecoveryTrac -Mobile – The mobile application automates the field data collection process improving accuracy and timeliness of debris information
- RecoveryTrac-Geospatial – A highly capable ESRI Geospatial based solution for data visualization, analyzing, information sharing and reporting

Figure 1.1 – RecoveryTrac Functional Diagram



RecoveryTrac Infrastructure

The RecoveryTrac infrastructure is housed in a secure co-located datacenter in a geographical and environmentally stable region of the U.S. The datacenter is a hardened and secure facility with redundant power and internet connectivity. Key features of the RecoveryTrac-Infrastructure include:

- Controlled Access to RecoveryTrac core components – 2 factor authentication with access list, credential, and authentication controls
- Redundant Power Systems – Utility redundant circuits with emergency diesel backup generators (with 2 week on-site fuel supply)
- Low latency/ High bandwidth Connectivity – Service provider is a Tier 1 Internet Service Provider with multiple OC-192 (greater than 1GB/sec Internet speeds) connections and excellent peering agreements.
- On-site 24x7x365 4-hour response for technical support contracts for core networking and server components
- Multi-layered security model using role-based access and hardened firewall and proxy appliances to securely communicate with client applications over SSL
- Superb response to changes in Client infrastructure needs through a powerful virtualized server environment. Additional web or data server resources can be provided in hours

- Technical Support Capability – As part of one of the largest consulting companies in the U.S. the depth of support that is available is second to none. From desktop and mobile support to Network and Security Engineers all available to provide a stable and reliable foundation for the RecoveryTrac system.

RecoveryTrac Desktop Software Application

RecoveryTrac-Desktop utilizes a Microsoft Windows desktop application connected by a web services layer to communicate with the RecoveryTrac Infrastructure. The desktop application manages both the mobile and paper-based projects allowing operation operating side-by-side or in transition between the two. Key features of RecoveryTrac-Desktop include:

- Mobile Device Management tools – Registration, provisioning, and location and security monitoring
- Paper-based Management tools – Paper document scanning, data-entry, and image collection and processing
- Transaction Engine – A fully featured and flexible engine based able to handle the most complicated contracts and federal requirements to properly generate correct financial payment reconciliation and allocation to applicable reimbursement agencies.
- Fraud Detection Engine – A continuously running background process that monitors proprietary algorithms for possible fraud and immediately notifies the RecoveryTrac Operations center for investigation
- Document Workflow Engine – A highly configurable workflow engine able to automate nearly any paper-driven process. With document collection, critical path determination, and detailed reporting it can manage the most completed automated document management requirements.

RecoveryTrac Mobile Software Application

RecoveryTrac-Mobile is a mobile application that simplifies the collection of field documents used in debris cleanup operations. By reducing the amount of information a monitor is required to provide the accuracy of the field document is greatly improved. The mobile device can operated in "connected" and "disconnected" modes depending on the availability of the communication infrastructure. The mobile platform used is a commercially available that is widely available so even in large activations the system can be quickly implemented at a cost that is significantly less that the paper-based system. Key features of RecoveryTrac-Mobile include:

- Rapid Ability to Scale Out - Mobile equipment is commercial grade and widely available. The on-hand inventory can be on-site and ready to use within 24hrs of a notice to proceed and additional needs can be met quickly, in most cases 72 hours or less.
- Simple and Intuitive – The application keeps the required user training to a minimum. Once a Monitor has completed field training, most can use the mobile device with no further training.
- Low-Cost – Based on widely available equipment and simplicity in operations we balance the need for automation with controlling costs to our customers.
- Reliable and Stable – Based on the popular Android operating system, the mobile application is secure and ultra-reliable. This reduces the interruptions in field operations due to 'technical difficulties' and the number of support personnel required to maintain the system.
- Technical Support – The mobile support includes roving support technicians that are in most cases ability to reach field monitors within 15-30 minutes; Disposal site technicians and afield depot maintenance and repair center to maintain and repair equipment.

RecoveryTrac Geospatial Software Application

RecoveryTrac Geospatial brings the power of GIS reporting without the complexity or end-user training required for use. The Geospatial reporting portal uses the role-based security along with data segmentation to ensure the applicability of the reports and security of Client, Partner, and Government data are protected. The near-real-time data collection of RecoveryTrac Mobile moves the field operation management to a new level of awareness and control. Key features of the geospatial reporting system include:

- Value Added Services - Superior and extensive geospatial development support and map data availability provide maps and map data not available through public providers
- Simple but powerful - User interface based on Microsoft Internet Explorer and Adobe Flash with intuitive and easy to understand controls
- Data Portability – Need to analyze data outside of the web interface? The system provides data based on your needs and provides the data in a compatible format that has been redacted of sensitive information (for roles with limited access)

Advantages and FAQ

Why RecoveryTrac Electronic Field Data Collection?

With ***laser focus on the ability to accurately collect field information*** when the typical infrastructure is not available, Tetra Tech developed the mobile collection tool. We made it simple to use, reliable, and most importantly, able to collect and store information and photos offline until they can be uploaded. The "disconnected" capability provides the ability to operate anytime, anywhere with a minimal infrastructure support footprint. The end result is correct real-time debris removal information made available to our Clients minutes after completion instead of next day as with paper-based systems.

Key changes in the industry are driving the adoption of ADMS documentation. Improvement in accuracy, cost allocation, ability to mobilize and efficiency are leading the charge because of these key advantages:

- Reduction in process induced errors (hand-writing, data entry, etc)
- Improvements using in-process QC auditing within an end to end QA program
- Advanced Geospatial based auditing by federal agencies demand the accuracy of ADMS
- Proper allocation of FHWA-ER and FEMA-PA funding using geospatial services combined with GPS
- Ability to perform several methods of cost allocation based on geographic location
- More accurate reports of current debris removal costs and improvements in timely reconciliation and recommendation of contractor invoice payment
- Day 1 documentation of damage and debris locations (Maximize FHWA/FEMA reimbursement, ESF Reporting and establishing priorities)
- CONOPS supports multiple activations in under 24 hours (Over 800 mobile units are maintained on hand with several ADMS trainers)
- Real-time visualization of resources enables Project Managers to direct removal operations per district priorities
- Improved data sharing reduces across data systems and support for NIMS Communication and Information systems

What Features are included in the RecoveryTrac offering?

In addition to the reduction in process induced errors typically seen with paper based documentation the following key benefits will be realized:

- Real-time situation awareness of field resources and efficient direction to support operational priorities
- Portability of data allowing Easy integration with other systems such as our Client's GIS mapping applications and data collection systems
- Real-time GIS web services for NIMS Common Operating picture based EOC information and visualization systems
- Disconnected field mobile based GIS integrated data collection
- Agile mobile application changes with our Client's priorities and information needs
- Wide area, rapid deployment in less than 24 hours with pre-trained technical staff
- Over 800 mobile units on-hand ready for state-wide multi-district mobilizations

The Initial Challenge: Rapid User Training and Deployment

Using our experience in disaster response, we developed a rapid deployment model that we can leverage across all of our services. The RecoveryTrac™ equipment is:

- Packaged and deployed efficiently
- The mobile application is intuitive and leads the user through the collection process
- Our trainers deliver concise safety, eligibility, and operations training and cover self-troubleshooting
- Our support is efficient and right-sized

We are able to deliver equipment, train users, and begin field data collection in less than 24 hours, which is critical

The Game Changer: Real-Time Information and Visualization Increases Efficiency

Over the last several years, the cellular industry has invested heavily in the hardening of infrastructure in areas most susceptible to environment disasters. We have taken advantage of these improvements by partnering with the Tier 1 providers to get the information from the field to you as quickly as possible, ideally in real-time. Field devices are constantly looking for connectivity to immediately upload collected information. Once the field data is uploaded, RecoveryTrac™ Geospatial services provide rich information and visualization of the field data. Using the emergency operations center (EOC) operation board concept, users can visualize everything from damage concentrations to field debris equipment locations and more. The end result is better information = better decisions and less waste

Data Sharing: How to Bridge the Data

Manually export from this system, and then format, and then import into that system...sound familiar? It has been the method of sharing data between separate systems for several years. RecoveryTrac™ provides new, efficient real-time methods for sharing and integrating separate systems. With the use of commonly used web services, data can be shared on demand. For example, to integrate the road pass completion and damage reports collected by RecoveryTrac™ into existing GIS-based Client maps, a real-time RecoveryTrac™ GIS web service would be provided that would give up-to-the-minute data on road progress and photos detailing the damage report. The ability to export data and photos into a common format file is also available.

Reduced Costs: Working Smarter not Harder

Paper-based systems require additional labor hours for data entry, Quality Assurance and Quality Control (QA/QC), invoice reconciliation, and project reporting. RecoveryTrac™ eliminates the need for data entry staff while also reducing the amount of time needed for QA/QC, invoice reconciliation, and project reporting. Using RecoveryTrac™ allows our field monitoring staff to work smarter and not harder which directly correlates to more efficient monitors and a reduction in total field monitoring hours.

Multi-Operational Area Management: Coordinated Reporting and Quality Control

It is understood that it is required to submit daily reports of progress that are used to provide updates to our Client's leadership and the public. The incoming report information must be checked and formatted then put into a format that is common throughout the operational area. This step is time-consuming, requiring the effort of technical staff that could be focused on other priorities.

RecoveryTrac™ ADMS can provide the one-stop information in a consistent, easily consumed format that can provide the consistent and correct multi-District operations status picture. These data feeds are real-time as it is happening in the field; there is no spreadsheet to import and no conversion—just a single GIS web data service to pull required information. Some examples of data included:

- Road Clearance Status (Pass Map)
- Hazard Removal Locations
- Debris Pickup Locations
- Truck and Monitor Locations
- Reported Damage Locations
- Debris Removed

Data managers assigned to continuously monitor the information flowing into the system check for potential problems and dispatch supervisors to respond to the problem. The system monitoring panel shows real-time statistics and potential problems for the District(s) operations based on exhaustive in-process quality checks that occur continually. The figure below details how we use RecoveryTrac™ ADMS to meet quality standards of the District using the direct monitoring and immediate feedback technique.

The management of a debris operation over a wide operational area is challenging. Ensuring removal of eligible debris, meeting public expectations, along with the proper documentation of removal is critical to success of any project. Tetra Tech has invested heavily in providing state of the art tools along with a detailed training program for Project operations staff to meet these challenges. With the integration of the automated field data collection systems with advanced geospatial applications we provide several industry leading capabilities that include:

- Geographic boundary checks for eligibility
- Pass completion tracking by road and custom debris management zones
- Real-time Truck and Monitor locations for effective utilization of contractor assets
- Real-time metrics and operational statistics to monitor performance and fraud detection
- Documentation of contractor related damages, missed debris piles and other operations issues

These tools provide our Clients with a "common operating picture" of the operation. Similar to an Emergency Operating Center, this enables a Debris Removal Operations center that has a clear picture of field operations allowing responsive reporting and proactive management of the process.

Geographic Eligibility Checks

With the integration of geospatial data incoming data is checked and analyzed for eligibility issues. Starting with the real-time location of contractor vehicles and monitors, project control staff can identify out of eligible area assets and direct field supervisory staff to the location and correct the issue. Incoming GPS tagged field data is checked for applicant eligibility using automated geoprocessing. County, municipal and debris grid boundaries are used to ensuring proper accounting of removal costs. For mileage based contracts both straight line and route distance can be used to determine proper placement of DMS sites to reduce disposal costs.

Real-time Truck and Monitor locations

Management and direction of contractor assets present a formidable challenge in ensuring high priority areas are addressed and effective distribution of debris removal equipment. Tetra Tech provides our Clients with real-time reporting showing the current locations of all equipment in the field along with detailed operational statistics needed to monitor contractor performance. When performance based contracts are utilized, Tetra Tech can provide the tools need to evaluate performance and better manage the contractor(s).

Figure 1.3: Real-time Monitor Locations

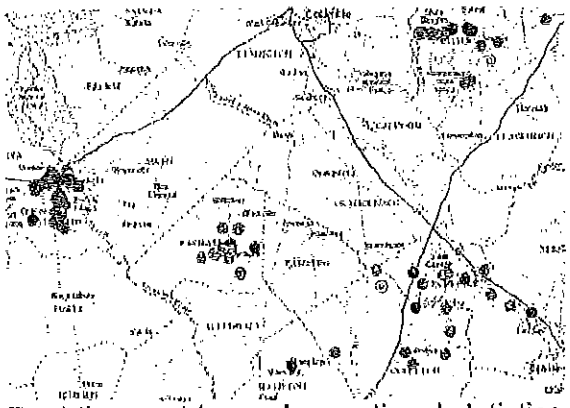
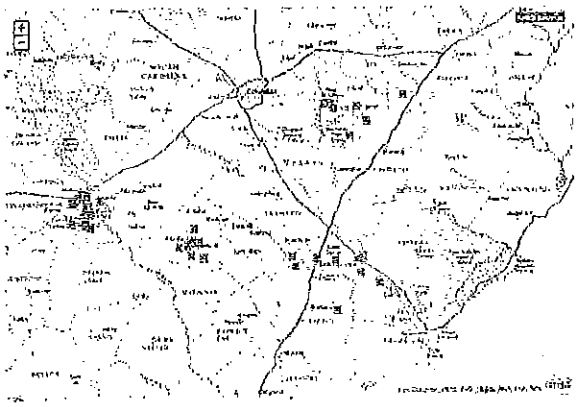


Figure 1.4 – Real-time Truck Locations



Real-time metrics and operational statistics

The demand for current information continues to grow especially following a natural disaster when the focus is cleanup and restoration of normal services. TETRA TECH has used our extensive experience to ensure our Clients can answer the requests for progress and status information. With the automated field data collection combined with the accuracy of the geospatial visualization and summarization, data is available on demand and is usually up to date within a few minutes. These reporting tools provide the operations staff with unparalleled access to the debris removal progress. Data is accurately summarized at the project, debris management zone, or individual level in an easy to understand easy to access delivery method.

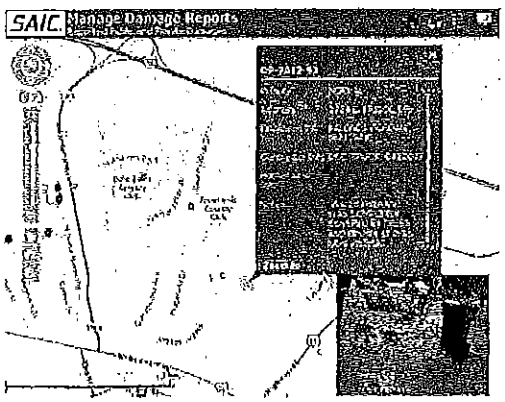
Documentation of contractor related damages, missed debris piles

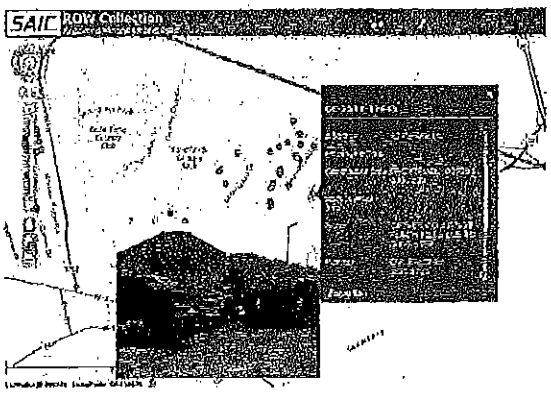
In every debris removal project there are operational issues that occur which if not properly documented and tracked can become large problems for the management staff. With TETRA TECH's automated system every field employee is provided with a tool to document these issues which are made available real-time to the common operating picture in the command center. Some of the more common uses for TETRA TECH's incident tools are:

- Damages. Contractor caused damages are documented with photographs and tracked to ensure the damages are corrected as soon as possible.
- Missed Piles. Skipped debris piles are documented with reason to ensure follow up pickups are scheduled.
- Injury and Safety. Reports are documented allowing safety inspectors to quickly identify unsafe work practices and trends thus enabling proactive response when required.
- Debris Hotline Call Center. Incoming calls from home owners can be documented and tracked.

Figure 1.5: Contractor Damage Report

Figure 1.6 – Missed Pile Report

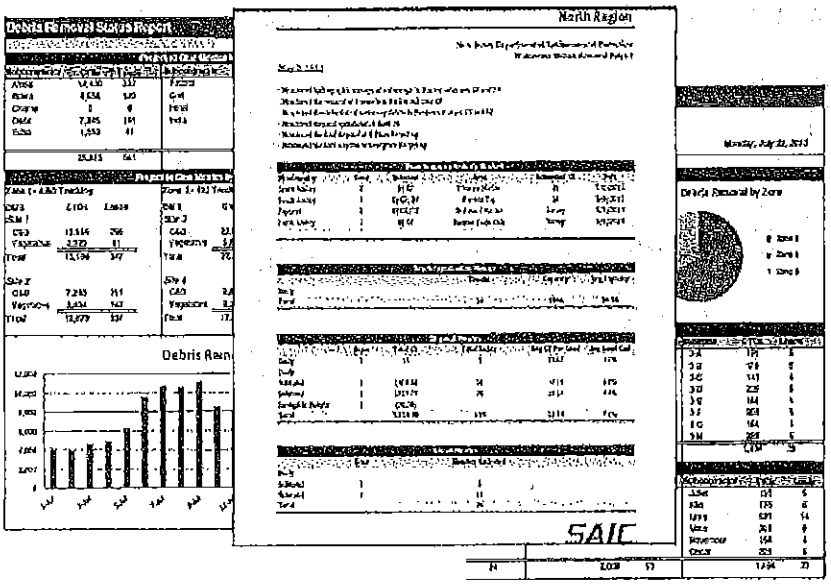




Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or even smart phone. The District will also receive a suite of custom reports that show debris metrics by communities. Tetra Tech takes pride in the customization of reports to meet our client's specific needs. Below are some custom reports created for recent projects.

Figure 1.7: Sample Custom Report



Quality Assurance/Quality Control Program

Implementing sound QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Through years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of Tetra Tech's ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from

traditional manual (paper and pen) debris monitoring operations. Due to the real-time reporting and additional information collected by Tetra Tech's ADMS technology, Tetra Tech can establish a virtual command center to audit project information as it is collected.

Contractor Reconciliation

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the District. After reviewing the contracts, Tetra Tech will set up the RecoveryTrac™ database to generate transactions for tickets issued to each debris contractor. Tetra Tech will then meet with each primary debris contractor to review the debris contractor reports that will be generated automatically through RecoveryTrac™ Mobile. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the District. Several QA and QC checks will be conducted on data before it is provided to the contractor. The application of RecoveryTrac™ Mobile significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. The process for contractor invoice reconciliation in a RecoveryTrac™ Mobile project is as follows:

- Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on Tetra Tech's debris contractor reports.
- Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
- Tetra Tech reviews the contractor data against Tetra Tech's RecoveryTrac™ database records.
  - If no discrepancies are identified, Tetra Tech notifies the contractor that there are no discrepancies in the dataset.
  - If discrepancies are identified, Tetra Tech generates a discrepancy report noting the ticket numbers and differences between the two data sets.
- Tetra Tech submits the discrepancy report for the contractor's review. The contractor revises their invoice based on the discrepancies and resubmits to Tetra Tech for review.
- Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for the District's review.

Attachment 2 - United States Army Corp of Engineers, DTD12Jul2013

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:

1. The system must generate an electronic load tickets at the point of debris loading into the transport container. Paper tickets are optional. At a minimum, the system must produce a load ticket must exhibiting the following characteristics:
    a. Allow creation of point of origin load data only when position is known and credentials have been authenticated
    b. Automatically record date and time and other relevant point of origin data
    c. Systems writes point of origin load data using encrypted storage algorithms
    d. Records Right Of Entry or work order number
    e. Documents ticket/tower personnel credentials with point of origin load data
    f. Acknowledge successful data capture
    g. Record digital images of debris, location, and / or other images selected by user.
2. Duplicate databases for internet and government use
3. Only two elements of the traditional debris paper load ticket (debris type and load call) are manually entered.
4. Uses GPS & GIS technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage.
5. Evaluation of daily event status, production information, and performance information using web-based reporting, off the shelf software, and GIS tools.
6. Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled thru an integrated database management system.
7. The ticket/tower applications at a minimum must include:
    a. Ticket/tower monitor electronic registration
    b. Generate, document, track, and manage unique encrypted identification data for employed personnel
    c. Link designated ticket/tower personnel roles to a specific mission
    d. The ability to edit ticket/tower personnel roles i.e., create, update and delete
    e. Assign and track equipment used in debris hauling and reduction
    f. Store ticket/tower personnel contact information relative to the mission
    g. Track and Manage ticket/tower personnel role and status
    h. Reject invalid ticket/tower personnel credentials
    i. Reject invalid certification credentials
8. Truck certification is used to register authorized debris hauling vehicles and equipment. As a minimum, the following must be included:
    a. A means of electronically registering authorized debris contractor vehicles and equipment
    b. Link electronic registration to digital images
    c. Identify mission and governmental entity
    d. Document and record unique identification data for contractor vehicles and equipment
    e. Utilize uniform measurements e.g. feet and inches
    f. Capture vehicle volume
    g. Utilize industry standard equations for all volume calculations
    h. Capture drivers and certification team member unique identification number
    i. Recertify vehicles
    j. Recertified vehicles must be recorded in an audit table
    k. Certification data must be associated to authorized system user
    l. Reject vehicles which are not associated with current event and applicant
    m. Capture vehicle audit records
    n. Create a printed certification record
    o. Administrative reporting capabilities

9. Completed ROW, 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:
    a. Accept site configuration data at the beginning of each work day
    b. Dynamically configure receiving application based on site configuration data
    c. 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
    d. Designate debris type
    e. Record debris volume (based on unit of measure for the contract task order)
    f. Identify original load data and create hard copy
    g. Create load data record in internal storage
    h. Create backup copy of internal storage
    i. Continuously calculate and present real-time disposal site statistics
    j. Re-print load ticket data
    k. Preserve in its original state, then transmit daily transaction data
    l. Associate ticket/tower personnel credentials with each received load
10. Perform administrative duties, 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:
    a. Change ticket/tower personnel identification roles and responsibilities
    b. Review total CY counter value
    c. Audit vehicle certification data
    d. Validate/Invalidate equipment and personnel
    e. Reinitiate security sequence for ticket/tower personnel
    f. In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the government secure server
11. 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:
    a. Accept transactional data sets from multiple debris location systems
    b. Recognize multiple mission/applicant configurations
    c. Grant access to authorized authenticated users or processes
    d. Contain a master record of:
        i. Roles and responsibilities
        ii. Ticket/tower personnel credentials and other data
        iii. Certification credentials and other data
        iv. Mission data
        v. Applicant data
        vi. Geospatial data
        vii. Street centerlines
        viii. County outlines
        ix. Population and demographic
        x. Elevation
        xi. Wetlands delineation
        xii. Historic and Environmentally Sensitive areas
        xiii. Debris work zones
        xiv. Parcel data
        xv. Land use
        xvi. FEMA flood zones
    e. Thematic mapping techniques to distinguish different data by color and/or symbol
    f. Identify data attributes for a single point of data
    g. Select one or many points of data
    h. Calculate operational efficiency statistics such as:
        i. Trip turnaround time
        ii. Trip distance to disposal site (straight line projection)
        iii. Average container fill percentage
        iv. Average tower manager load call

xvii. Load call trend data e.g., by tower managers, contractor, sub contractor, driver, etc.

i. Multiple data selections generate tabular data reports
j. Filter mechanisms to highlight geospatial data
k. Role based security
l. Prevent distributed data from being reprocessed for billing purposes
m. Identify billing data sets based on parameters such as:
    i. Time/Date
    ii. Contractor/Subcontractor
    iii. Debris type
    iv. Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
    v. Haul distance
n. Prevent modification to original data by unauthorized or unauthenticated users
o. Insert audit records for modifications to original data by authorized, authenticated users