

**DEPARTMENTAL INPUT  
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. SS8014-2/16-2  
 Contract  
 Re-Bid     Other    LIVING WAGE APPLIES:  YES     NO  
 Requisition No./Project No.: RQID1600023    TERM OF CONTRACT 5 YEAR(S) WITH 5 YEAR(S) OTR  
 Requisition /Project Title: Inet Systems Parts/ Maint.

Description: Sole Source contract, where the contractor shall be responsible for maintenance, field and inspection services, parts, components, and replacements for INET systems at the Miami-International Airport.

Issuing Department: Procurement    Contact Person: Erin Gore-Morris    Phone: 375-4254  
 Estimate Cost: \$20,000,000  
 Funding Source:  GENERAL     FEDERAL     OTHER Proprietary

**ANALYSIS**

<b>Commodity Codes:</b>	<u>28539</u>		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
<b>Contractor:</b>	<u>Cavotec Inet Inc.</u>		
<b>Small Business Enterprise:</b>	<u>No</u>		
<b>Contract Value:</b>	<u>\$ 9,732,000.00</u>		
<b>Comments:</b>			

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

SBE	Set-aside	Sub-contractor goal	Bid preference	Selection factor

Basis of recommendation:

Signed: <u>Erin Gore-Morris</u>	Date sent to SBD: <u>3/3/16</u>
	Date returned to DPM: <u></u>

INET SYSTEMS MAINTENANCE, PARTS, AND REPLACEMENTS  
Contract No LXXXXX

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W 1<sup>ST</sup> STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND CAVOTEC INET INC. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA HAVING ITS PRINCIPAL OFFICE AT 5665 CORPORATE AVENUE, CYPRESS, CALIFORNIA 90630 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR")

WITNESSETH:

WHEREAS, the Contractor has offered to provide maintenance, field and inspection services, parts, components and replacements for INET systems at the Miami International Airport, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); and all associated addenda and attachments, incorporated herein by reference, and the requirements of this Agreement; and

WHEREAS, the County desires to procure from the Contractor such services and equipment 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 "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price and Payment Schedule (Appendix B), and all other attachments hereto.
- 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 Assistant Director, Internal Services Department or the duly authorized representative designated to manage the contract.
- d) The word "Contractor" to mean Cavotec Inet INC. and its permitted successors and assigns.
- 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 modifications to the amount, type or value of the Work Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The 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.
- m) The word "Force Majeure" to mean an act of nature, war, hurricane, riot, sovereign conduct, verifiable vandalism or conduct of third parties.

**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), and 3) Price Schedule (Appendix B) and any associated addenda and attachments thereof.

**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 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 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 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 that is signed by the County or the Contractor, which is later and shall be for the duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for one (1) additional five (5) term, for a total of 10 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 Aviation Department  
P.O. Box 025504  
Miami, FL 33102-5504  
Attention: Neil Wyatt, Facilities Superintendent  
Phone: (305) 876-7324

and,

- b) to the Contract Manager:  
  
Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974

Attention: Assistant Director Director  
Phone: (305) 375-5548  
Fax: (305) 375-2316

**(2) To the Contractor**

Cavotec Inet Inc  
5665 Corporate Avenue  
Cypress, CA 90630  
Attention: Mike Larkin, Executive Vice President  
Phone: (714) 888-2700  
Fax: (714) 888-2727  
E-mail: louis@inetas.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 will issue supplemental agreements for addition/deletion of buildings/devices/services as specified in Appendix A. The County shall have no obligation to pay the Contractor for 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.

The County will issue supplemental agreements to revise Appendix B to incorporate price adjustments (as specified in Article 8) or addition of components/personnel hours not listed in Appendix B. The County will issue supplemental agreements to the replacement of systems or any major parts. The County will issue supplemental agreements or Notice to Proceed for emergency services.

Commented [GE(1): Verify against SOW language

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

**ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. Notwithstanding, the Contractor may request a justified price adjustment one hundred and twenty (120) days prior to the expiration of the then current contract term. The County has the sole discretion to accept, reject or negotiate any requested price adjustments. It is the contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of the next five-year term. The County reserves the right to accept, reject, and negotiate any price adjustments submitted by the contractor and/or to terminate the contract with the

contractor based on such price adjustments. Continuation of the contract beyond the initial period is a County prerogative; not a right of the contractor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

In the vent the contractor declines the County's right to exercise the option period, the County will consider the contractor in default and affect is eligibility for future contracts.

In accordance with Appendix A Section 7.0, the Contractor shall provide a complete spare parts list for all equipment purchased by the County as it relates to this contract. Prices provided in the parts list shall be valid for a period of twelve (12) months.

Commented [GE(2)]: Added pricing stipulations as we discussed.

The Contractor's cost of materials shall not exceed a ten percent (10%) mark-up from the actual cost. Invoices must be submitted for actual materials costs and attached to each work/purchase order.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B - Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust 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 Manager, or his or her designee(s), not later that 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 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 Aviation Department

Accounts Payable  
P.O. Box 592616  
Miami, Florida 33159

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

#### **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

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

Upon County's notification, the Contractor shall, furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate insurance coverage has been obtained, which meets the requirements as outlined below.

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 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.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

**\*Under no circumstances the Contractor shall be permitted on the Airside Operations Area side without increasing automobile coverage to \$5,000,000.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the 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 Insurance and are members of the Florida Guaranty Fund.

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

**MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement. Award of this Contract is contingent upon the receipt of the insurance documents, as required within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have five (5) additional 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 County may be rescinded, unless such timeframe for submission has been extended by the County.

No work shall be authorized or shall commence under the Contract until the Contractor has complied with the foregoing insurance requirements.

The contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired COI are not replaced or renewed to cover the contract period, the County may suspend the Contract until new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may at its sole discretion

terminate the contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

**ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the 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.
- 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. PERFORMANCE GUARANTEES**

In order to assure the County receives the quality and response necessary to insure the safety of its citizens and County employees and achieve optimal maintenance of equipment, the contract administrator may impose administrative charges in the amount listed below. These administrative charges are deducted against the monthly invoices from the Contractor. When the outstanding invoices are insufficient, the County may invoice the contractor for failure to perform in accordance with the contract. The deduction may be based upon the following schedule.

Incident Type	Administrative Charges
Failure to respond to an on-site scheduled repair and/or emergency service call during the designated timeframe set forth in Appendix A	10 % of the Labor and Materials cost per occurrence that shall be deducted from the invoice for said infraction.
Failure to provide service.	15% of the Labor and Materials cost per occurrence that shall be deducted from the invoice for said infraction.
Failure to provide inventory parts (in production) and parts that are still within the life cycle stated in Appendix A Section 5.	15% of the Labor and Materials cost per occurrence that shall be deducted from the invoice for said infraction.

**ARTICLE 13. TRAINING AND SECURITY REQUIREMENTS**

The Miami-Dade Aviation Department operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards. Vendors performing services at MDAD must follow all required security procedures. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area, (AOA) additional badges to work within the US Customs service area and may include bonding for a Customs ID.

For Customs ID, call 786-265-5715 or email [cbp-miami-airport-security@dhs.gov](mailto:cbp-miami-airport-security@dhs.gov) for information. For MDAD ID, call 305-876-7418 for appointments and to pick-up badges. Vendors are responsible for all costs incurred in obtaining security badges. Security clearances must be obtained prior to the start of the contract.

The County will provide, on as needed basis, training to the Contractor's employees in order to facilitate access to restricted areas where services will be performed.

**ARTICLE 14. EMPLOYEES ARE THE RESPONSIBILITY 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 15. 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 16. 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 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 obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in 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 Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of 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 Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be

made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, 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 17. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendixes 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 18. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

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

**ARTICLE 19. AUDITS**

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 the Generally Accepted Accounting Principles (GAAP), 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.

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.

The Contractor agrees that 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, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 20. 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 21. 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 Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

**ARTICLE 22. 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 23. 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 24. TERMINATION FOR CONVENIENCE 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 and in such event:
- e) 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 pursuant to this Article 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 and the Work Order 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 Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

**ARTICLE 25. 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, except in case for which an extension of time is provided, 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 time frame 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 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 time frame, the County may
- i. treat such failure as a repudiation of this Agreement;
  - 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 26. 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 27. 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 28. 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 Services.
- 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, or any 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 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 Services or in the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including payment of attorney fees, shall indemnify and hold harmless 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 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 29. 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 30. 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 acknowledge 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 contractors 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 31. 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 of 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 32. 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:

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| <ul style="list-style-type: none"> <li>1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br/>(Section 2-8.1 of the County Code)</li> <li>2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br/>(Section 2-8-1(d)(2) of the County Code)</li> <li>3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b></li> </ul> | <ul style="list-style-type: none"> <li>4. <b>Miami-Dade Disability and Nondiscrimination Affidavit</b><br/>(Section 2-8.1.5 of the County Code)</li> <li>5. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br/>(Section 10.38 of the County Code)</li> </ul> |
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- 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(f) 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 33. 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

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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. 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 shall have the power 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 34. 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.
- 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.

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 services 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.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**ARTICLE 35. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate 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 36. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, 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 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the 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 38. 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 39. GOVERNING LAW**

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

**ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)**

Commented [GE(3)]: Verify if UAP applies to this contract

**a) User Access Fee**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2%

UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

**b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

**c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 41. 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://iapps.southfloridaworkforce.com/firstsource/>.

**ARTICLE 42. 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 43. 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 44. DELIVERY AND TRAVEL**

The County shall not be liable to pay for any shipping, freight, delivery, or travel charges.

#### **ARTICLE 45. WARRANTY ON SERVICES, PARTS, AND EQUIPMENT**

All warranties express and implied, shall be made available to the County for goods and services covered by this Agreement. All goods and services furnished shall be fully guaranteed by the Contractor against factory defects. At no expense to the County, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

Contractor warrants all parts, equipment, and services performed under this Agreement against defects in material and workmanship for one (1) year from the date a Service was performed or a part was provided, regardless of whether the Contractor is under contract with the County at the time of defect.

All costs incidental to repair or replacement under this warranty agreement, including but not limited to any packaging, shipping, or travel costs, shall be borne exclusively by the Contractor. When a product under warranty is replaced, a new full warranty period for that product will commence again from the date the replacement was provided.

All deliverables shall be new and not used, reconditioned, refurbished, or recycled and agrees that the deliverables provided are warranted for their merchantability and fit for the contractual purpose.

In the event any of the materials supplied to the County by the Contractor are found to be defective and do not conform to specifications the materials may be returned to the vendor at the vendor's expense and the contract cancelled or the County may require the vendor to replace the materials at the Contractor's expense. Acceptance of any or all parts of the Services by the County does not waive any conditions established by the warranty.

#### **ARTICLE 46. LIQUIDATED DAMAGES**

MIAMI-DADE COUNTY, FLORIDA  
2/16XXXXXXXX

CONTRACT NO. SS8014-

In the event the vendor maintaining the mechanical equipment troubleshoots the equipment, and determines and provides evidence to the County that the issues are not mechanical, but solely BAS, and charges the County for this effort. The County shall charge the Contractor the same amount the vendor charged the County as a form of liquidated damage.

The County shall have the right to deduct the said liquidated damages from any amount due, or that may become due to the Contractor under this agreement, or to invoice the Contractor for such damages if the costs incurred exceed the amount due to the Contractor.

Such liquidated damages are intended to represent actual costs acquired and are not intended as a penalty.

MIAMI-DADE COUNTY, FLORIDA  
2/16XXXXXXXX

CONTRACT NO. SS8014-

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

Contractor

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Carlos A. Gimenez

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

Title: Mayor

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

## APPENDIX A

### SCOPE OF SERVICES

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Aviation Department (MDAD) is contracting for purchase of the preventative maintenance inspections (PMI), routine and emergency repair services, field inspection services, parts and components, to upgrade the systems covered under this contract.

Covered under this contract are:

- a. Pre-conditioned Air (PCA) Systems to provide cooling to the Aircraft while at the gate and for the pre-cooling of the passenger loading bridges.
- b. 400 Hz. Aircraft Ground Power Systems
- c. Systems Transport Unit (STU)

#### 1.0 PREVENTATIVE MAINTENANCE INSPECTIONS

The contractor shall be responsible for providing the County with Preventative Maintenance Inspections (PMI) services, including all labor, materials and equipment, in the following manner: Cavotec Inet Inc. (hereinafter referred to as CINET) will perform PMI services on one hundred (100) central system Pre-conditioned Air (hereinafter referred to as (PCA), Air Handling Units (AHU), twenty seven (27) 400 H,z ground power motor generators (400 Hz GPS), and three (3) portable PCA units. These are located at various gates and concourse at Miami International Airport (MIA) and shall include the following equipment: The Contractor shall provide maintenance and inspection services as specified below: As the original equipment manufacturer, CINET shall provide and maintain a comprehensive PMI program. Based upon the OEM recommendations, inspections shall be weekly, monthly, quarterly or semi-annually to ensure the continued reliability and performance of the equipment serving the Airline Clients of MIA during the term of this Contract.

#### 1.1 PCA Air Handler Maintenance

The PM program shall consist of two (2) groupings, Quarterly and Annual. Each grouping will have specific requirements to ensure the continued performance and compliance with factory standards for the equipment subject to changes in condition due to life expectancy of the equipment, ordinary wear and tear, and obsolescence. The following table reflects a partial listing of tasks performed during the completion of the two PM groupings on all gates in an annual period.

- a) AHU's
- b) Service Transport Units (STU's)
- c) Hose Management Systems Baskets etc.
- d) Air Hose Delivery Systems, All Air Nozzles, Air Hose
- e) Control Systems, Temperature Sensors, Variable Frequency Drive (VFD) Motors
- f) Push Button Control Stations
- g) Local Access Network (LAN) Interface and Communication
- h) Condensate Return System and associated components
- i) Glycol Hose, piping and insulation
- j) Control Valves and instrumentation
- k) Bridge Interlock Systems
- l) PCA Smoke Detection, control and function
- m) Passenger Boarding Bridges PBB exhaust fans, exhaust fan contactors, fan Power (PWR) switch, lubricate, and clean.

<b>Quarterly Preventative Maintenance</b> (4 Events Per Unit Per Year, 8 Hours per Event)	<b>Annual Preventative Maintenance</b> (2 Events Per Unit Per Year, 12 Hours per Event)
<ul style="list-style-type: none"> <li>• Confirm Function of Temperature Control Valve (TCV)</li> </ul>	<ul style="list-style-type: none"> <li>• Coil Cleaning</li> </ul>
<ul style="list-style-type: none"> <li>• Confirm function of Variable Frequency Drive (VFD)/ Inlet Damper</li> </ul>	<ul style="list-style-type: none"> <li>• Pressure flush condensate drain line</li> </ul>
<ul style="list-style-type: none"> <li>• Check function of condensate drain system</li> </ul>	<ul style="list-style-type: none"> <li>• Pressure wash PCA Unit &amp; Service Transport Unit</li> </ul>
<ul style="list-style-type: none"> <li>• Lubricate motor bearings</li> </ul>	<ul style="list-style-type: none"> <li>• Re-torque all power terminations</li> </ul>
<ul style="list-style-type: none"> <li>• Check tightness of belimo/shaft connections on all dampers</li> </ul>	<ul style="list-style-type: none"> <li>• Confirm all control terminations tight</li> </ul>
<ul style="list-style-type: none"> <li>• Confirm function of temperature sensors</li> </ul>	<ul style="list-style-type: none"> <li>• Open Push Button (PB) Station and spray contacts</li> </ul>
<ul style="list-style-type: none"> <li>• Check condition of air hose. Advise if replacement is required.</li> </ul>	<ul style="list-style-type: none"> <li>• Inspect STU</li> </ul>
<ul style="list-style-type: none"> <li>• Supply and install new filters</li> </ul>	<ul style="list-style-type: none"> <li>• Inspect Pre-Condition Air smoke detectors</li> </ul>
<ul style="list-style-type: none"> <li>• Clean &amp; flush condensate pump basin</li> </ul>	<ul style="list-style-type: none"> <li>• Inspect Passenger Loading Bridge (PLB) exhaust fans</li> </ul>
<ul style="list-style-type: none"> <li>• Perform Infra-Red scan on all power terminations</li> </ul>	<ul style="list-style-type: none"> <li>• Inspect exhaust fan belt and replace as needed</li> </ul>
<ul style="list-style-type: none"> <li>• Clean &amp; flush inlet strainer</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>

### 1.2 400 Hz Preventative Maintenance Inspections

Conduct semi-annual and annual inspections on the 400 Hz Motor generators and associated system controllers. The contractor shall submit Field Inspection Report after completion of the inspections.

The inspections shall include but not limited to the following tasks:

- i. Oil change and lubrication of the bearings and the inspection of the Motor Generator for proper operation and general condition including the components inside of the enclosure.
- ii. Tested and adjust the following items as necessary:
  - Output voltage display (A, B, and C Phases)
  - Output Amps display (A, B, and C Phases)
  - Display, M1 DC Reference Voltage
  - Voltage Regulator 6.0V DC reference
  - Voltage Regulator 12 V DC reference
  - Motor Current Overload
  - Motor Inrush Current level
  - Over/under Frequency Reference Voltage
  - Unit Full Load
  - Control Power On Reference Voltage
  - Inspect contacts and flash guards on all contactors for normal wear
  - Inspect all electrical wiring and cabling for indications of overheating or poor connection.

The deficiencies in the Field Inspection Report will be reviewed by the County. The Contractor may be asked to provide a quote (or proposal) to correct any deficiency. The County reserves the right to negotiate the quotes submitted by the Contractor. The County Project Manager will authorize the Contractor in writing to correct any deficiency.

- iii. Provide on an as needed basis maintenance/inspection/field services and technical support with respect to the PCA controls and associated control hardware and software.

## **2.0 HOURLY RATE**

The County will reimburse the Contractor at an hourly rate per man-hour for factory authorized services. Please refer to Appendix B, Section 1 for hourly rates.

The County will reimburse the Contractor at an hourly rate per man-hour for factory authorized services. Please refer to Appendix B, Section 1 for hourly rates per man-hour for different personnel. The County Project Manager may negotiate and approve in writing before these personnel provide services to the County.

The deficiencies in the Field Inspection Reports will be reviewed by the County. The Contractor may be asked to provide a quote (or proposal) to correct any deficiency. The County reserves the right to negotiate the quotes submitted by the Contractor. The County Project Manager will authorize the Contractor in writing to correct any deficiency.

## **3.0 CORRECTIVE MEASURES REPORTS**

During PM inspections, CINET shall advise MDAD of any corrective measures (i.e., repair work that is outside of the normal wear and tear) recommendations. MDAD can then consider/prioritize the recommended corrective measures and, if desired, issue Work Orders for authorization. No corrective maintenance by CINET shall commence without a notice to proceed issued by the County's Project manager or designee.

## **4.0 TRENDING REPORTS**

CINET shall on a quarterly basis provide documentation of equipment review and field reports to the Miami Dade Aviation Department (MDAD), Facilities Maintenance Division, for the basis of a Facility Maintenance trending report. The reports shall reflect the importance or the grading of the observed problems on site.

## **5.0 PREVENTATIVE MAINTENANCE BOUNDARIES**

All electrical controls, computers, software, firmware and related sensors that are part of the Cavotec Inet systems control, whether on the Passenger Loading Bridge or in the PCA Central Rooms, shall be maintained by CINET.

## **6.0 SERVICE CALLS**

CINET shall have a present work force based in Miami to include factory trained personnel. Contact information for all personnel shall be provided to ensure timely response to trouble calls. The Contractor shall respond (via phone/person) to the County within 2 hours of the telephone calls followed up by fax, and / or fax requests to provide any emergency service to the County. CINET shall respond to all non-emergency service calls within 12 hours and will complete 80% of routine repairs within twenty-four (24) hours from receipt of work order or notice to proceed from MDAD. CINET shall provide factory authorized services on an as needed basis for complex issues with an on-site time not to exceed twenty-four (24) hours from the initial request from the County. The County may request cost estimates for emergency service. Upon receiving the request from the County's Project manager or designee, the Contractor shall provide a proposal and/or price for the service requested. The County may negotiate the statement of work and prices to be paid by the County for such services. Depending upon the situation, MDAD may issue a Notice-To-Proceed or via a work order to the Contractor to start

providing the emergency work. CINET shall respond to any and all calls that the County, in its sole discretion, determines an "emergency service". The County shall not be responsible for the cost of any spare part until such time as a repair is required and the part is provided to the County. If a spare part is not readily available, it will be ordered immediately upon completion of the initial service call. Additional parts and components purchased by the County from the Contractor shall be made in accordance with the Scope of Services, Appendix A, Section 11 "Parts and Components. "Repairs shall commence immediately upon availability of ordered parts and MDAD authorization to proceed pursuant to a Notice to Proceed or Work Order.

## **7.0 SPARE PARTS**

CINET's Miami Office location will maintain sufficient stock of spare parts for prompt completion of routine type repairs. The contractor shall provide a complete spare parts list for all equipment purchased by the County as it relates to this contract. CINET will warrant against defects of material and workmanship under normal use and service for a period of twelve (12) months from completion of repair work performed, subject to limitations due to life expectancy of equipment, ordinary wear and tear, and obsolescence

The County may order replacement parts or components, for the systems covered, on an as-needed basis. The Contractor shall provide:

- a. OEM electronic replacement of parts for the operating systems
- b. Other components such as general electrical components as ordered by the County

All prices as specified in Appendix B, Section 2 are FOB destination. The County reserves the right to add parts and components to Appendix B, Section 2. The County will not pay for any shipping and handling charges. The Contractor shall deliver within 7 calendar days of the initial request from the County, unless approved in writing by the County's Project Manager.

## **8.0. FUTURE REPLACEMENTS OF EXISTING SYSTEMS/COMPONENTS**

The County may request prices/proposals for future replacements of systems or any major components. Upon receiving the request from the County's Project manager or designee, the Contractor shall provide a proposal and/or price for the replacements. The County reserves the right to negotiate the statement of work and prices to be paid by the County for such replacements. The negotiated statement of work and prices will be incorporated into the contract via issuance of supplemental agreements by the County as specified in Article 7 of the Contract.

## **9.0 AVAILABILITY OF WORK SPACE**

The County shall be responsible for providing the Contractor with the following to allow for the completion of PM services:

- 1) MDAD shall make approximately 1,500 square feet of ramp level floor space available to CINET for rental.
- 2.) MDAD will allow access for five (5) CINET Employee parking to the Parking Garage Facility adjacent to Building 3030 at no additional cost to CINET.
- 3) MDAD will provide one (1) network port on the MDAD BMS Virtual Local Area Network for CINET to tie in dedicated work station for monitoring of the system.
- 4) MDAD's PBB Shop will be the first responder to any trouble calls associated with the PCA Gate Equipment. CINET will be available for support and coverage Monday through Friday 8:00 AM through 5:00 PM EST and by phone/email nights and weekends. Night and weekend work will be on a pre-arranged on call basis. Hourly rates will be in accordance with Appendix B, Section 1 of the Contract. MDAD will review the reported issue with CINET on the phone and/or in person. CINET shall recommend a repair response. MDAD, at its sole discretion, will be able to review by MDAD after the first three months of implementation for possible amendments and revisions.