

MEMORANDUM

Amended
Agenda Item No. (11)(A)(12)

TO: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

DATE: November 16, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to advertise a request for qualifications (RFQ) for and on behalf of Miami-Dade County to obtain governmental representation and consulting services before the State of Florida legislative and executive branches by no later than March 11, 2022; appointing a competitive selection committee; waiving the requirements of Implementing Order 3-34 related to the formation and performance of selection committees; waiving the requirements of section 2-8.5 of the Miami-Dade County Code related to local preference; waiving, by a two-thirds vote of Board members present, the requirements of sections 2-8.3 and 2-8.4 of the Miami-Dade County Code pertaining to bid protests; and authorizing the extension of the existing Contracts (RFQ-00600A-D) for 180 days in an amount not to exceed \$218,000.00 in the aggregate

Resolution No. R-1120-21

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Jose “Pepe” Diaz.



Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM (Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: November 16, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 11(A)(12)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	_____	Amended
	Mayor	Agenda Item No. 11(A)(12)
Veto	_____	11-16-21
Override	_____	

RESOLUTION NO. R-1120-21

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS (RFQ) FOR AND ON BEHALF OF MIAMI-DADE COUNTY TO OBTAIN GOVERNMENTAL REPRESENTATION AND CONSULTING SERVICES BEFORE THE STATE OF FLORIDA LEGISLATIVE AND EXECUTIVE BRANCHES BY NO LATER THAN MARCH 11, 2022; APPOINTING A COMPETITIVE SELECTION COMMITTEE; WAIVING THE REQUIREMENTS OF IMPLEMENTING ORDER 3-34 RELATED TO THE FORMATION AND PERFORMANCE OF SELECTION COMMITTEES; WAIVING THE REQUIREMENTS OF SECTION 2-8.5 OF THE MIAMI-DADE COUNTY CODE RELATED TO LOCAL PREFERENCE; WAIVING, BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT, THE REQUIREMENTS OF SECTIONS 2-8.3 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE PERTAINING TO BID PROTESTS; AND AUTHORIZING THE EXTENSION OF THE EXISTING CONTRACTS (RFQ-00600A-D) FOR 180 DAYS IN AN AMOUNT NOT TO EXCEED \$218,000.00 IN THE AGGREGATE

WHEREAS, this Board desires to direct the County Mayor advertise a solicitation to obtain proposals under full and open competition for governmental representation and related consulting services before the State of Florida executive and legislative branches for the Office of Intergovernmental Affairs (the “state lobbying contracts”) and award the state lobbying contracts before the end of June 2022; and

WHEREAS, this Board requires that the competitive solicitation provide that the Board ranks and selects the highest qualified firm(s) in its sole discretion; and

WHEREAS, this Board desires to appoint a competitive selection committee to review the proposals received for the competitive solicitation and to receive the results of that review; and

WHEREAS, this Board desires to waive the requirements of Implementing Order 3-34 relating to the formation and performance of selection committees; and

WHEREAS, this Board desires to waive the requirements of section 2-8.5 of the Code of Miami-Dade County, Florida (the “Code”) relating to local preference; and

WHEREAS, this Board finds it in the County’s best interest to waive the requirements of sections 2-8.3 and 2-8.4 of the Code pertaining to bid protests; and

WHEREAS, this Board desires to advertise the competitive solicitation for the state lobbying contracts no later than March 11, 2022 so that the contracts and awards are in place by June 2022; and

WHEREAS, the existing state lobbying contracts (RFQ-00600 A-D) expire at the end of this calendar year but may be extended 180 days pursuant to Article 5 of each of the respective contracts; and

WHEREAS, this Board desires to exercise the 180-day extension of the existing state lobbying contracts to ensure that Miami-Dade County continues to receive governmental representation and related consulting services before the State of Florida while the new state lobbying contracts are being procured and awarded,

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

Section 1. The foregoing recitals are incorporated herein and are approved.

Section 2. This Board approves the advertisement of a Request for Qualifications (RFQ), in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor’s designee to advertise same for and on behalf of Miami-Dade County by no later than March 11, 2022.

Section 3. This Board hereby designates the following individuals to serve on the competitive selection committee: Eulois Cleckley (Director and CEO, Department of Transportation and Public Works), Tony Quintero (Associate Director of Government Affairs, Aviation), Aileen Boucle (Director, Miami-Dade Transportation Planning Organization), Alina Gonzalez (Municipal Liaison, Office of Intergovernmental Affairs), and Debra Owens (Director, Governmental Affairs and International Relations, PortMiami) as voting members, and one (1) alternate member to be appointed by the Chair. The Board further authorizes the County Mayor or County Mayor's designee to designate an employee of the Internal Services Department as the Selection Committee Coordinator to administer the process and transmit the results to the Board.

Section 4. To implement the designation of the competitive selection committee set forth in this resolution, this Board waives the requirements of Implementing Order 3-34 relating to the formation and performance of selection committees.

Section 5. This Board waives the requirements of section 2-8.5 of the Code relating to local preference.

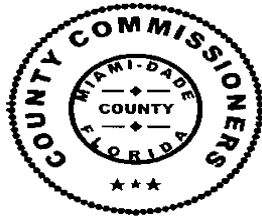
Section 6. This Board waives, by a two-thirds vote of Board members present, the procedures contained in sections 2-8.3 and 2-8.4 of the Code pertaining to bid protests relating to the RFQ.

Section 7. This Board further finds it in the best interest of Miami-Dade County to extend the existing state lobbying contracts (RFQ-00600 A-D) for 180 days, in an amount not to exceed \$218,000.00 in the aggregate.

The Prime Sponsor of the foregoing resolution is Chairman Jose "Pepe" Diaz. It was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye	
Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	absent	Keon Hardemon aye
Sally A. Heyman	absent	Danielle Cohen Higgins aye
Eileen Higgins	aye	Joe A. Martinez aye
Kionne L. McGhee	absent	Jean Monestime aye
Raquel A. Regalado	aye	Rebeca Sosa aye
Sen. Javier D. Souto	aye	

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of November, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "Eduardo W. Gonzalez", written over a horizontal line.

Eduardo W. Gonzalez



**REQUEST FOR QUALIFICATIONS (RFQ) No. 01980
FOR
GOVERNMENTAL REPRESENTATION AND CONSULTING SERVICES IN TALLAHASSEE, FL**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2022 at __:00 AM (local time)
111 NW 1st Street, Miami, Florida
Conference Room ____

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department
for
Office of Intergovernmental Affairs

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Rita Silva, CPPO
Chief, P3 and Innovative Procurement
111 NW 1st Street, Suite 2100, Miami, Florida 33128
E-mail: rita.silva@miamidade.gov

PROPOSALS DUE:

_____, 2022 at __:00 PM (local time)

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.
(SEE IMPLEMENTING ORDER 7-7)**

Electronic Proposal responses to this RFQ are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its Proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a Proposal in response to a Miami-Dade County solicitation via BidSync. Electronic Proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All Proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all Proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the Proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a Proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted Proposal up until the Proposal Due Date. The County will only consider the latest version of the Proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the Proposal Due Date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Office of Intergovernmental Affairs, is soliciting Proposals for the professional services of experienced and qualified law firms, governmental affairs consulting firms, businesses, and/or individuals to provide the County with governmental representation before the executive and legislative branches of the state government. The County anticipates awarding a contract(s) with the selected Proposer(s) for a one-year period, with three, one-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	March __, 2022
Pre-Proposal Conference:	See front cover for date and time. Attendance is recommended but not mandatory. Should you need an ADA accommodation to participate in the Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at Heidi.Johnson-Wright@miamidade.gov . TTY users may reach the ADA Office by calling the Florida Relay Service at 711.
Deadline for Receipt of Questions:	TBD
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	April-May 2022
Projected Award Date:	June 2022

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer(s) that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations if any.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Sustainable Procurement Practices" means purchasing that takes into account the environmental, economic and socially responsible requirements of the County's spending. Sustainable Procurement Practices allow for the procurement of goods and services in a way that achieves value for money on a whole-life basis in terms of generating benefits not only to the County but also to the community served and the economy, while remaining within the carrying capacity of the environment.
9. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all Proposals; accept parts of any and all Proposals; further negotiate Project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its Proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the

County's sole discretion, be deemed non-responsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's Proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the Proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. The Proposal shall be irrevocable until contract award unless the Proposal is withdrawn. A Proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the Proposal Due Date and time, or upon the expiration of 180 calendar days after the opening of Proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

Any Proposer who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

1.5 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, with Competitive Selection Committee members or the Competitive Selection Committee as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.7 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a Proposal for any contract, such Proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.10 Sustainable Procurement Practices

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. The County will continue to explore and pursue sustainable procurement, development and business practices that:

- 1. Reduce greenhouse gases (GHGs);
- 2. Foster and integrate supplier small business opportunities;
- 3. Support safe and fair labor practices and ethical behavior throughout the supply chain, and
- 4. Maximize fiscally responsible "high value, high impact" actions.

2.0 SCOPE OF SERVICES

2.1 BACKGROUND

The County currently has four contracts that provide governmental representation before the executive and legislative branches of the state government. The annual allocation for those contracts is \$436,000 in the aggregate. The contracts were set to expire December 31, 2021. However, on ____, the Board of County Commissioners adopted Resolution R-__-21 which extended the contracts for 180 days or until the award of a contract(s) as a result of this Solicitation. The County is soliciting Proposals for the services requested herein from experienced and qualified law firms, governmental affairs consulting firms, businesses, and/or individuals to replace the current contracts.

A. Qualifications

Each selected Proposer should, at a minimum, possess a) a strong working knowledge of legislative, administrative, and regulatory processes at the state level; b) a clear understanding of large urban areas, including specific knowledge of Miami-Dade County; c) a history of successful lobbying experience at the state level; and d) a clear strategy for representing the County at meetings with key legislators and members of the Executive Branch.

B. Assignment of Work

It is the County's intention to solicit responses from interested parties, to evaluate the responses, and to award contracts with one or more selected Proposers. The selected Proposer(s) will receive issue and project assignments based on the County's annual legislative agenda. The County reserves the right to request that a selected Proposer obtain services through a Subcontractor(s) to supplement the expertise and resources which may be required at any given time and for the purposes of carrying out the intent of the requirements herein.

The County may also choose to issue Work Orders on specific issues, for the purposes of carrying out the intent of the requirements herein. Recommendations for Work Orders will be made by the Office of Intergovernmental Affairs Project Manager. All Work Orders must be issue specific and performance driven, reviewed by the County Attorney's Office, and approved by the Chairperson, Board of County Commissioners or designee, and the Board of County Commissioners, prior to issuance.

2.2 LOBBYING ORDINANCES AND RESOLUTION REQUIREMENTS

A. Miami-Dade County Ordinances and Resolutions

The selected Proposer(s) shall abide by and be governed by Miami-Dade County Ordinances and Resolutions, all as such may be amended from time to time, which may have a bearing on the services involved in any agreement issued as a result of this Solicitation, including but not limited to:

- **Section 2-11.1 of the Code of Miami-Dade County** (Ordinance No. 72-82, Conflict of Interest Ordinance);
- **Section 2-11.1.2 of the Code of Miami-Dade County** (Ordinance No. 00-64, Ordinance Relating to County's Lobbyists);
- **Resolution No. R-1236-99** (Resolution Directing the County Mayor to Report Intergovernmental Activity by County Staff, Lobbyists, and Entities that Represent Miami-Dade County at the State and Federal Levels);
- **Resolution No. R-232-01** (Resolution Instructing County Staff and Lobbyists to Limit Legislative Initiatives and Funding Requests to Those Approved by the County Commission);
- **Resolution No. R-885-06** (Resolution Prohibiting Individuals Registered to Lobby on Behalf of the County from Lobbying the Board of County Commissioners during the Regular State Session);
- **Resolution No. R-68-08** (Resolution Establishing Policy that County Contract Lobbyists shall Limit Lobbying Efforts in Tallahassee to those Approved by the Board of County Commissioners); and
- **Resolution No. R-56-10** (Resolution Setting Policy for Miami-Dade County that all Contract Lobbyists shall Obtain a Waiver from the Board of County Commissioners Prior to Representing any Client in any Forum that is Adverse to the County).

Refer to the **Draft Form of Agreement, Article 4(f)** for further information regarding compliance with the foregoing.

B. Notification to County of Representation

Each selected Proposer, on behalf of itself and any and all employees, partners, and Subcontractors, shall have an affirmative obligation to notify the County Mayor and the Office of Intergovernmental Affairs in writing of each and every party the selected Proposer, or its employees, partners or Subcontractors, wishes to represent before the Florida Legislature, the Governor's Office, or any state agency,

as well as the nature of the proposed representation. This obligation shall apply whether such party or interest is adverse to the County or not. Such notification must include all parties the selected Proposer, or employees, partners or Subcontractors, wishes to represent.

C. Opposition to a Position of the County/Request for Conflict Waiver

Pursuant to Section 2-11.1 of the Code of Miami-Dade County and Resolution No. R-1236-99, no person or entity, whether an individual, firm, partnership or corporation, which receives compensation either directly or indirectly from the County for lobbying on behalf of the County or any of its agencies or instrumentalities at either the municipal, state, or national level shall represent any entity in any forum to support a position in opposition to a position of the County unless the Board of County Commissioners grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following: (i) the selected Proposer's contract being voidable by the County or (ii) a prohibition, for a period of up to three years, as determined by the Board of County Commissioners in its sole discretion, on the selected Proposer entering into a lobbying contract with the County.

Separate and independent from the above-referenced obligation to notify the County of representation, each selected Proposer, on behalf of itself and any and all employees, partners and Subcontractors, must advise the Chairperson of the Board of County Commissioners and the Office of Intergovernmental Affairs in writing of any position in opposition to a position of the County taken by the selected Proposer, or any employee, partner or Subcontractor, and request a waiver of such conflict before the Board of County Commissioners. A position in opposition to a position of the County may take the form of an adverse policy position or fiscal impact on the County, either direct or indirect. A position in opposition to a position of the County is not limited to a position that conflicts with an express provision of the legislative package adopted by the Board of County Commissioners. It may also arise in other areas. Not every County interest can be anticipated or enumerated in the County's legislative package, and issues arise and change over the course of the legislative process. It is incumbent on the selected Proposer, and its employees, partners and Subcontractors, to remain mindful of the County's policy and fiscal interests and positions vis-à-vis other clients.

If an actual or perceived conflict arises, the selected Proposer and/or Subcontractor must advise the Office of Intergovernmental Affairs immediately in writing and seek a waiver of the conflict before the Board of County Commissioners. Once a conflict waiver request has been received by the County, the County reserves the right to determine whether the selected Proposer and/or employee, partner or Subcontractor may continue representing the County and the other interest until the Board of County Commissioners can consider the conflict issue. The Board of County Commissioners may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following: (i) grant a waiver and allow the selected Proposer, and/or employee, partner or Subcontractor, to continue to represent both the County and the other party; (ii) refuse to grant a waiver and require the selected Proposer, and/or employee, partner or Subcontractor, to choose between representing Miami-Dade County or the other party, or to discontinue representing the other party; (iii) refuse to grant a waiver and void its contract with the selected Proposer, and/or employee, partner or Subcontractor; or (iv) grant a limited waiver and allow the selected Proposer, and/or employee, partner or Subcontractor, to continue to represent both the County and the other party under whatever limitations or restrictions the County, in its sole discretion, determines to be appropriate.

D. Monthly Reports

Pursuant to Resolution No. R-1236-99, each selected Proposer and each Subcontractor shall prepare regular monthly reports advising the Commission of the current status of all issues that the lobbyist is monitoring or tracking that may affect the County, the actions taken on such issues, and the recommendations for future actions on such issues. Each selected Proposer and its Subcontractor(s) shall also raise, discuss and recommend any affirmative legislative action that may benefit the County.

E. Board of County Commissioners Approval of Individuals and Firms Lobbying

Pursuant to Resolution No. R-1236-99, all County contracts and subcontracts for lobbying or representation at the state or federal level and/or individuals and firms hired to represent the County on intergovernmental issues must be approved by the Board of County Commissioners. As such, any Subcontractor that a selected Proposer seeks to hire to fulfill the requirements of any contract issued as a result of this Solicitation must receive prior approval by the Board of County Commissioners.

F. Prohibition on Lobbying Board of County Commissioners

Pursuant to Resolution No. R-885-06, each selected Proposer's and each Subcontractor's individuals registered as a contract lobbyist to lobby the State Legislature on behalf of the County shall be prohibited from lobbying the Board of County Commissioners during the regular state legislative session. This does not prohibit individuals who are not registered as state legislative contract lobbyists for the County from lobbying the Board of County Commissioners and does not apply to individuals lobbying the Board of County Commissioners on behalf of a section 501(c)(3) not-for-profit organization. The County staff shall provide each Commissioner with a list at the beginning of each session of all County contract lobbyists registered to lobby the legislative branch at the state level on behalf of the County, and any subsequent changes or updates to such a list.

2.3 SERVICES TO BE PROVIDED

Each selected Proposer shall provide governmental representation and consulting services requested by the County, for various subjects/issues assigned to the selected Proposer, including but not limited to those examples listed in **Attachment A, State Subject Areas/Issues**.

The selected Proposer shall:

1. Report and meet with the County on a weekly basis, during the Florida Legislature's legislative session, or on an as needed basis during interim committee meetings and special sessions on those issues important to the County and the actions taken on such issues.
2. Report and meet with the County on a monthly basis when the Florida Legislature is not in session.
3. Prepare monthly reports (weekly during the Legislative session), in a timely manner, advising the County of the current status of all issues that they are monitoring or tracking that may affect Miami-Dade County, the actions taken on such issues, and recommendations for future actions on such issues. Reports shall be provided in a format, and with a level of detail, acceptable to the County. The reports shall be provided by the selected Proposer to the Chairman and Members of the Board of County Commissioners, Commission Auditor, and Office of Intergovernmental Affairs.

(Note: An invoice will not be accepted by the County as proper, and ready for payment, if the selected Proposer has outstanding reports due from that invoice period or earlier.)

4. Raise, discuss and recommend any affirmative legislative action that may benefit the County.
5. Be available, if requested, on a twenty-four hour basis during the session: assisting in writing, interpreting, and monitoring legislation and regulations; drafting legislation, amendments, proviso language, position papers and testimony; and providing weekly written progress reports detailing services that have been rendered.
6. Provide a full range of lobbying and advocacy services including meeting with members of the Legislature, testifying at committee meetings on the County's behalf, assigning a designated person to closely monitor and review all substantive floor amendments and bills, and preparing reports advising the County of the current status of legislation during and after the legislative session.
7. Integrate its efforts with the County's Office of Intergovernmental Affairs to ensure a strong consistent legislative program.
8. Obtain documentation and research materials upon request.
9. Forward all required reports to the County upon request by the County in the number of copies as requested by the County for that particular instance.
10. Upon request, arrange for meetings, including members of the Miami-Dade County State Delegation, with members of state legislature including those in leadership positions and in key committees. Arrange meetings with senior staff of the state legislature and key officials in the Governor's Office and critical state agencies.
11. Provide a comprehensive end of session report detailing the resolution of all issues worked on, detailing all actions undertaken on such issues.

2.4 OPTIONAL SERVICES

The County reserves the right to request office space in the vicinity of the Capitol, with ancillary services including, but not limited to, parking, phones, computer equipment, supplies, clerical support to County staff, copy machine, filing space, and an intern/runner, for use by County staff for the duration of their time in Tallahassee. The County has the option of requiring any selected Proposer to provide the referenced office space and ancillary services at an agreed upon cost. All optional services and related expenses require prior written County approval.

2.5 BUDGET

The County anticipates having an aggregate amount available for these services of up to \$_____ per year (to be allocated based upon services requested). Additionally, the County may provide for an additional aggregate amount per year to issue Work Orders.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate Proposals are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee on the following criteria, each having equal importance to the County:

1. Proposer's relevant experience, qualifications, past performance and capabilities
2. Relevant experience and qualifications of subcontractors and key personnel, including key personnel of subcontractors, that will be assigned to this project
3. Proposer's approach to providing the requested services and ability to establish, maintain and enhance working relationships between County elected officials and staff, and the executive and legislative branches of the state government and relevant state agencies; and Proposer's sustainable business practices (environmental, social/fair labor standards, and economic)

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary ("an affiliated company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. The Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information section, during oral presentations, or otherwise presented at the request of the Competitive Selection Committee.

4.3 Oral Presentations

Upon evaluation of, or as part of, the criteria indicated above, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the Proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) per Section 2-8.1.1.1.1 of the Code of Miami-Dade County. An SBE/Micro Business Enterprise must be certified by Small Business Development Division for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development Division at (305) 375-2378 or <http://www.miamidade.gov/smallbusiness>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

Whenever there are two best ranked Proposals that are substantially equal and only one of the two best ranked Proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Veteran Business Enterprise Preference

A Miami-Dade County Local Certified Veteran Business Enterprise Preference is not applicable to this Solicitation.

4.6 Local Preference

Section 2-8.5 of the Code of Miami-Dade County, which provides that preference be given to local businesses has been waived for this Solicitation and, therefore, is not applicable.

4.7 Competitive Selection Committee Recommendation

The Competitive Selection Committee will evaluate Proposals and submit the results to the Board of County Commissioners as to which Proposers are qualified to render the required services. While this Solicitation does not anticipate a minimum number, the County's intent is to forward a reasonable number of best qualified Proposers for further consideration by the Board, along with a report supporting its recommendation.

While the recommendation of the Competitive Selection Committee shall serve as guidance to the Board, the Board shall be entitled to determine the Proposer(s) which the County shall negotiate and/or award, if any, in its sole discretion upon application of the selection criteria. The Board shall not be bound by any recommendation or finding of the Competitive Selection Committee.

The County may award a contract(s) on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms.

Any Proposer recommended for consideration by the Board shall complete:

- a) Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)
- b) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.8 Contract Award

All Proposers will be notified in writing when an award is made. The contract award, if any, shall be made to the Proposer(s) whose Proposal shall be deemed by the County to be in the best interest of the County. The County's decision of whether to make the award and to which Proposer(s) shall be final.

5.0 TERMS AND CONDITIONS

The County's anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the **Draft Form of Agreement**.

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Risk Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, any agreement issued as a result of this Solicitation 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 Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Attachment A – State Subject Areas/Issues

Draft Form of Agreement

Proposal Submission Package, including:

- Web Forms – Submittal Form
- Subcontracting Form
- Lobbyist Registration for Oral Presentations Affidavit
- Contractor Due Diligence Affidavit

Proposer Information

Attachment A

State Subject Areas/Issues

- a) Appropriations
- b) Revenue Sharing
- c) Transportation Issues/Transit Funding
- d) Aviation, Seaport, Public Works
- e) Homeless Programs
- f) Empowerment and Enterprise Zones
- g) Human Services
- h) Criminal/Juvenile Justice
- i) Local Government Preemption
- j) Construction/Wetlands Development Permitting
- k) Finance and Taxation
- l) Consumer Services & Insurance
- m) Everglades Restoration
- n) Environmental Issues/Green Initiatives
- o) Water and Sewer Issues/Projects/Septic to Sewer Funding
- p) Protection of County Revenue
- q) Economic Development/Tourism/International Trade
- r) Florida Retirement System (FRS) & Human Resources Benefits
- s) Welfare to Work WAGES
- t) Children's Services
- u) Home Rule Charter Authority
- v) Uniform Building Code/Building & Permitting
- w) Telecommunications/E Commerce
- x) Housing and Community Development
- y) Business Development/Retention
- z) Unfunded Mandates
- aa) Solid Waste/Waste to Energy
- bb) Planning/ Zoning/Growth Management
- cc) Emergency Management & Disaster Mitigation
- dd) Parks and Recreation
- ee) Grants
- ff) Funding for Public Hospitals & Healthcare
- gg) Police/Fire/Public Safety
- hh) Courts/Clerk
- ii) Immigration
- jj) Military/Base Realignment & Closure/Veteran's Issues

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Governmental Representation and Consulting Services in Tallahassee, FL
Contract No. RFQ-01980

THIS AGREEMENT is made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide governmental representation before the executive and legislative branches of the state government, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 01980 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

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

WHEREAS, the County desires to procure from the Contractor such Governmental Representation and Consulting Services in Tallahassee, FL for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 01980 and all associated addenda, and the

Contractor's Proposal.

- b) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- c) The word "Contractor" to mean _____ and its permitted successors.
- d) The word "Days" to mean calendar days.
- e) 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.
- f) The words "Developed Works" to mean 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.
- 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 "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- 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", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Miami-Dade County's RFQ No. 01980 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

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

- f) The Contractor shall abide by and be governed by Miami-Dade County Ordinances and Resolutions, which may have a bearing on the Services involved in this Agreement, including but not limited to, Section 2-11.1, Code of Miami-Dade County (Ordinance 72-82, Conflict of Interest Ordinance); Resolution No. R-1236-99 (Resolution Directing the County Manager to Report Intergovernmental Activity by County Staff, Lobbyists, and Entities that Represent Miami-Dade County at the State and Federal Levels); Resolution No. R-1060-93; Resolution No. R-232-01 (Resolution Instructing County Staff and Lobbyists to Limit Legislative Initiatives and Funding Requests to Those Approved by the County Commission); Section 2-11.1.2, Code of Miami-Dade County (Ordinance No. 00-64, Ordinance Relating to County's Lobbyists); Resolution No. R-56-10 (Resolution Setting Policy for Miami-Dade County that all Contract Lobbyists shall Obtain a Waiver from the Board of County Commissioners Prior to Representing any Client in any Forum that is Adverse to the County); Resolution No. R-885-06 (Resolution Prohibiting Individuals Registered to Lobby on Behalf of the County from Lobbying the Board of County Commissioners during the Regular State Session); and Resolution No. R-68-08 (Resolution Establishing Policy that County Contract Lobbyists shall Limit Lobbying Efforts in Tallahassee to those Approved by the Board of County Commissioners), all as such may be amended from time to time.

Pursuant to Ordinance Nos. 72-82 and 00-64 and Resolution No. R-1236-99, no person or entity, whether an individual, firm, partnership or corporation, which receives compensation either directly or indirectly from the County for lobbying on behalf of the County or any of its agencies or instrumentalities at either the municipal, state, or national level shall represent any entity in any forum to support a position in opposition to a position of the County unless the Board of County Commissioners grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following: (i) the Contractor's contract being voidable by the County or (ii) a prohibition, for a period of up to three years, as determined by the Board of County Commissioners in its sole discretion, on the Contractor entering into a lobbying contract with the County. Resolution No. R-1236-99 provides that this obligation shall be a continuing one that applies throughout the term of this Contract. Pursuant to Resolution No. R-56-10, no contract for lobbying shall be awarded or renewed, or payment made, until the Contractor, including all Subcontractors and lobbyists hired under Work Orders, seeks in writing and obtains a waiver from the Board of County Commissioners for any actual or perceived conflicts of interest. If the Contractor has no conflicts, then the Contractor shall provide a written statement prior to award of the Contract and prior to Contract renewals. All such waiver requests shall be submitted directly to the Chairman of the Board of County Commissioners.

Pursuant to Sections 2-11.1 and 2-11.1.2, no person or entity, whether an individual, firm, partnership or corporation, which receives compensation either directly or indirectly from the County for lobbying on behalf of the County or any of its agencies or instrumentalities at either the municipal, state, or national level shall represent any entity in any forum to support a position in opposition to a position of the County unless the Board of County Commissioners grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following: (i) the Contractor's contract being voidable by the County or (ii) a prohibition, for a period of up to three years, as determined by the Board of County Commissioners in its sole discretion, on the Contractor entering into a lobbying contract with the County.

Concurrent with entering this Agreement, the Contractor, on behalf of itself and any and all employees, partners, and Subcontractors, shall provide the Executive Director of the Office of Intergovernmental Affairs a copy of the 20__ state legislative and executive Lobbyist Registration Forms for each and every client the Contractor and its employees, partners, and subcontractors represents at the time this Agreement is entered. In the event the Contractor and its employees, partners, and subcontractors acquires additional clients after this Agreement is executed, the Contractor, on behalf of itself and any and all employees, partners, and subcontractors, shall have an affirmative obligation over the term of this Agreement (including a renewal or extension term if applicable) to provide the Executive Director of the Office of Intergovernmental Affairs a copy of the legislative and executive Lobbyist Registration Forms for such clients prior to undertaking any lobbying activities for such client or within 48 hours of filing the form with the state government, whichever comes first. This obligation shall apply whether such party or interest is adverse to the County or not. Such notification must include all parties the Contractor or employees, partners, or subcontractors wishes to represent.

Separate and independent from the above-referenced obligation, the Contractor, on behalf of itself and any and all employees, partners, and subcontractors, must advise the Executive Director of the Office of Intergovernmental Affairs in writing of any position in opposition to a County position that the Contractor or any employee, partner, or subcontractor desires to take and request a waiver of such conflict before the Board of County Commissioners prior to taking such a position. A position in opposition to a County position may take the form of an adverse policy position or fiscal impact on the County, either direct or indirect. A position in opposition to a County position is not limited to a position that conflicts with an express provision of the legislative package adopted by the Board of County Commissioners. It may also arise in other areas. Not every County interest can be anticipated or enumerated in the County's legislative package, and issues arise and change over the course of the legislative process. It is incumbent on the Contractor and its employees, partners, and subcontractors to remain mindful of the County's policy and fiscal interests and positions vis-à-vis other clients. If an actual or perceived conflict arises, the Contractor and/or subcontractor must advise the County Mayor and the Executive Director of the Office of Intergovernmental Affairs immediately in writing and seek a waiver of the conflict before the Board of County Commissioners prior to representing the adverse interest or position.

The Executive Director of the Office of Intergovernmental Affairs reserves the right to question the Contractor regarding any client or any potential and/or perceived conflict.

Once a conflict waiver request has been received by the County, the County Mayor reserves the right to determine whether the Contractor and/or employee, partner, or Subcontractor may continue representing the County and the other interest until the Board of County Commissioners can consider the conflict issue. The Board of County Commissioners may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following: (i) grant a waiver and allow the Contractor, and/or employee, partner, or subcontractor to continue to represent both the County and the other party; (ii) refuse to grant a waiver and require the Contractor, and/or employee, partner, or subcontractor to choose between representing Miami-Dade County or the other party, or to discontinue representing the other party; (iii) refuse to grant a waiver and void its contract with the Contractor and/or employee, partner, or subcontractor; or (iv) grant a limited waiver and allow the Contractor and/or employee, partner, or subcontractor to continue to represent both the County and the other party under whatever limitations or restrictions the County, in its sole discretion, determines to be appropriate.

Pursuant to Resolution No. R-1236-99, the Contractor and each Subcontractor shall prepare reports at least monthly advising the Commission of the current status of all issues that the lobbyist is monitoring or tracking that may affect the County, the actions taken on such issues, and the recommendations for future actions on such issues. The Contractor and each subcontractor shall also raise, discuss and recommend any affirmative legislative action that may benefit the County. Also, pursuant to Resolution No. R-1236-99, all County contracts and subcontracts for lobbying or representation at the state or federal level and/or individuals and firms hired to represent the County on intergovernmental issues must be approved by the Board of County Commissioners. As such, any subcontractors that the Contractor seeks to hire to fulfill the requirements of this contract must receive prior approval by the Board of County Commissioners.

Pursuant to Resolution No. R-232-01, County lobbyists are instructed to limit legislative initiatives and funding requests on behalf of the County to those that have been approved by the Board of County Commissioners and/or set forth in the legislative package.

Pursuant to Resolution No. R-885-06, the Contractor's and each Subcontractor's individuals registered as a contract lobbyist to lobby the State Legislature on behalf of the County shall be prohibited from lobbying the Board of County Commissioners during the regular state legislative session. This does not prohibit individuals who are not registered as state legislative contract lobbyists for the County from lobbying the Board of County Commissioners and does not apply to individuals lobbying the Board of County Commissioners on behalf of a section 501(c)(3) not-for-profit organization. The County staff shall provide each commissioner with a list at the beginning of each session of all County contract lobbyists registered to lobby the legislative branch at the state level on behalf of the County, and any subsequent changes or updates to such a list.

____ Contractor has read, understands and agrees to abide by the conflict of interest and other provisions contained in this section 4(f).

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date on the first page and shall continue for one (1) year. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three (3) additional years on a year-to-year basis. 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 e-mail (if provided below) and followed with delivery of hard copy. The addresses for such notice are as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County

Office of Intergovernmental Affairs
111 NW 1st Street, Suite 1032
Miami, FL 33128
Attention: Executive Director
Phone: (305) 375-5600
E-mail: jrasco@miamidade.gov

and,
b) to the Contract Manager:

Miami-Dade County
Internal Services Department
111 NW 1st Street, Suite 2100
Miami, FL 33128-1974
Attention:
Phone: (305) 375-
E-mail:

(2) To the Contractor

Attention:
Phone:
E-mail:

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 in the total amount of _____ (\$_____). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

Notwithstanding the amount stated above, the County reserves the right to request the optional services for an additional amount or to request through the use of Work Orders that the Contractor provide related services for the purpose of carrying out the intent of this Agreement, for an additional amount as specified in the Work Order based on the scope and nature of the work requested.

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

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

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.

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 during the applicable month, which are directly attributable or properly allocable to the Services, the Contractor may bill the County one-twelfth (1/12) of the annual contract amount once per month, upon invoices certified by the Contractor. 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. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, 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. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Office of Intergovernmental Affairs
111 NW 1st Street, Suite 1032
Miami, FL 33128
Attention: Executive Director

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 Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

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

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

Miami-Dade County

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

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

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

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(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 Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the 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. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a

position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the

Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**

- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. 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 17. AUDITS

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

Pursuant to Section 2-481 of the Code of Miami-Dade County, 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.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement

relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

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

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

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

- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

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

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by

the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the

County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

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

Identification of individual account records

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

The Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **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
18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
20. **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 and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County 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. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. 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 Implementing 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 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

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

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

ARTICLE 34. NONDISCRIMINATION

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

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

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

ARTICLE 37. BANKRUPTCY

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

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, 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 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, 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 Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF 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 CSSF. 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 CSSF 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 First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

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

ARTICLE 42. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

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.

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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Daniella Levine Cava

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary PublicAttest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency_____
Assistant County Attorney

PROPOSER INFORMATION

Proposer's Experience, Qualifications, Past Performance and Capabilities

1. Executive Summary
Provide an Executive Summary with information for reviewers to become familiar with the Proposal and Proposer's ability to satisfy the services requested. Include any unique qualifications.
2. Describe Proposer
Describe the following about the Proposer:
 - (a) state the number of years that the Proposer has been in existence;
 - (b) history and background;
 - (c) tax status;
 - (d) principals, officers, owners, board of directors and/or board of trustees;
 - (e) the total current number of employees and the current number of professional employees by classification; and
 - (f) the primary markets served.
3. Proposer's Past Performance and Experience
Describe the Proposer's past performance and experience in governmental representation and consulting. Specifically address each of the areas listed in the **Scope of Services, Section 2.1(A), Qualifications**.
4. Comparable Contracts
Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project:
 - (a) client,
 - (b) description of work,
 - (c) total dollar value of the contract,
 - (d) dates covering the term of the contract,
 - (e) client contact person and email, and
 - (f) statement of whether Proposer was the prime contractor or subcontractor.

Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
5. Miami-Dade County Contracts
List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project:
 - (a) name of the County Department which administers or administered the contract,
 - (b) description of work,
 - (c) total dollar value of the contract,
 - (d) dates covering the term of the contract,
 - (e) County contact person and email, and
 - (f) statement of whether Proposer was the prime contractor or subcontractor.

6. Fulfillment of Scope
Confirm Proposer's ability to fulfill all elements of the Scope of Services, including the services in **Section 2.3, Services to be Provided** and **Section 2.4, Optional Services**.
7. Reporting Requirements
Specially address Proposer's ability to comply with the reporting requirements in the Scope of Services. Describe the proposed report outline (i.e., sections, contents, etc.) and attach a sample report (if available).

Subcontractors and Key Personnel Performing Services

8. Subcontractors
List the names and addresses of all subcontractors, and describe the extent of work to be performed by each. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors that will be assigned to this project.
9. Key Personnel Organizational Chart
Provide an organization chart showing all key personnel to be assigned to this project. This chart must clearly identify the Proposer's key personnel and those of the subcontractors, and shall include their titles, reporting relationships, and functions to be performed. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
10. Key Personnel Experience and Qualifications
Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
11. Available Hours
Estimate the hours of availability of the Proposer's key personnel for the County's required services. If subcontractors are utilized, estimate the hours of availability of each.
12. Key Personnel Resumes
Attach resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After Proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its Proposal.

Proposed Approach and Working Relationships

13. Approach to Representation
Describe Proposer's approach to representing the County in Tallahassee, FL to include:
 - (a) project organization/management,
 - (b) role and responsibilities of Proposer's management, senior and other professional staff that will perform work on this project, and
 - (c) approach to scheduling work and prioritizing the County's requests.

14. County Issues Expertise

Describe Proposer's understanding of, and expertise on, major metropolitan county issues and key Miami-Dade County issues (refer to **Attachment A**) and what unique aspects Proposer and any subcontractors can provide which makes Proposer different than other potential proposers.

15. Areas Outside of Expertise

Discuss how Proposer plans to provide services on issues and subject areas outside the expertise of its staff members or subcontractor's staff members, specifically on key Miami-Dade County issues.

16. Enhancing the County's Position and Working Relationships

Discuss how the Proposer would enhance the County's position with respect to legislation and budgetary authorizations and appropriations. Discuss how the Proposer plans to establish, maintain and enhance working relationships between County elected officials and staff and the executive and legislative branches of the state government and relevant state agencies.

17. Conflicts

Identify any actual and/or potential conflicts of interest in providing services requested herein (refer to the **Scope of Services, Section 2.2(A) and Section 2.2(C)**).

18. Recent Accomplishments

Provide a list of, and discuss, Proposer's accomplishments achieved on behalf of local governments during recent sessions.

19. Litigation

Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

20. Sustainable Business Practices

Describe in detail Proposer's sustainable business practices, by addressing the three pillars of sustainability: environmental, social/fair labor standards, and economic.

Environmental – Consideration of product attributes

- (a) Explain whether Proposer will use durable products, reusable products and/or products that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content in the performance of the Services required.
- (b) Explain Proposer's environmental policies and programs, if any.

Social/Fair Labor Standards - Contributions to the health, well-being and development of Proposer's employees

- (c) Describe Proposer's principles in support of safe, fair, and equitable work practices and ethical behavior, to include:
 - (i) Job classification descriptions that include the Services to be performed,
 - (ii) Geographic area within which the Services are to be performed, provides safe and accessible working conditions,
 - (iii) Equitable wage/benefit determination practices, and
 - (iv) Detailed documentation on employee development and evaluation process.

Economic - Equal access to small, diverse and disadvantaged suppliers

- (d) Identify Proposer's direct efforts to develop supplier diversity initiatives used to increase the participation of small, diverse and disadvantaged enterprises, in contracting opportunities.

21. Exceptions

Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Service Cost for Informational Purposes22. Proposed Annual Fee

State proposed annual fee to provide all services requested herein. The fee shall include all service costs, including subcontractor fees, travel, and miscellaneous expenses, as they will not be reimbursed separately by the County. The fee shall not include any guaranteed amount for Work Order assignments or any amount for Optional Services.

(The proposed annual fee will not be given its own evaluation criteria weighting, but will be considered in the overall Proposal evaluation and the value of the services being offered.)