

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 8(P)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing waiver of formal bid procedures pursuant to section 5.03(d) of the Home Rule Charter and section 2-8.1 of the Code by a two-thirds vote of the Board members present; approving award of Contract No. BW-10310 to Ummah Futures International LLC in a total amount not to exceed \$7,193,656.00 for the initial two-year term and two one-year options to renew for the purchase of Anti-Violence Initiative Project Management for the Juvenile Services Department; and authorizing the County Mayor to exercise all provisions of the contract, including any cancellation, renewal or extension provisions, pursuant to section 2-8.1 of the Code and Implementing Order 3-38

Resolution No. R-770-23

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Date: September 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Recommendation for Approval to Award a Bid Waiver Contract for Anti-Violence Initiative Project Management

Summary

This item is for the award of a bid waiver contract to Ummah Futures International LLC to allow the Juvenile Services Department (JSD) to contract for Project Management of the Miami-Dade County Anti-Violence Initiative Project ("Anti-Violence Initiative" or "AVI Project"), a project comprised of the Gang Prevention Strategy to reduce group violence within Miami-Dade County. This replacement contract will provide a continuation of the services currently obtained under *Contract No. BW9993-2/23* from the same vendor and will facilitate the implementation of the objectives and goals of the County's Anti Violence Initiative.

The County's Anti-Violence Initiative is designed to reduce group violence and it consists of four primary components: (1) Prevention, (2) Intervention, (3) Suppression ("Group Violence Intervention" or "GVI"), and (4) Re-entry. The GVI was implemented in March 2019 with support from the National Network for Safe Communities ("National Network"), a research center at the John Jay College of Criminal Justice in New York and is designed to reduce gun and gang related violence in targeted unincorporated neighborhoods within the County. The goal of the program is to establish a partnership with federal, state, and local law enforcement agencies, criminal justice partners, and community-based organizations to engage the targeted population, deliver a unified anti-violence message, offer services and alternatives to group members, and articulate community norms against violence. Miami-Dade County has been successful with its implementation of the GVI. The GVI model has been fully and successfully implemented in the targeted areas, showing a reduction in group related homicides. Since inception, over 360 clients have been served and 35 families were relocated to safety.

Through a partnership with Jackson Health System, home to Ryder Trauma Center, the Hospital-based Violence Intervention Program (HVIP), a component of GVI, was launched in December 2021 to provide bedside intervention with a continuum of care back in the community after the victim is discharged, with the goal of reducing retaliations and further victimization of gunshot survivors. The HVIP is a multidisciplinary program that combines the efforts of medical staff and mental health professionals with trusted community-based partners to provide safety planning, services, and trauma-informed care to victims of gun violence. To date, HVIP has provided lifesaving services to over 230 victims of gun violence and their families. Additionally, new enhancements to GVI offer a more comprehensive approach to serving youth and their families residing in the GVI areas, which includes referrals to employment and "Earn While You Learn" opportunities for youth. Partnerships have been established with Miami Dade County Public Schools Educational Centers and Technical Colleges and CareerSource of South Florida. Furthermore, JSD will invest in a care coordination model that includes wrap-around services delivered by Case Managers that focus on the entire family, under the oversight of a Licensed Clinical Social Worker.

The County's gang prevention efforts started in 2008, after the South Florida Anti-Gang Summit convened 175 national gang reduction experts, federal, state, and local criminal justice personnel, socio-economic service providers, Faith and Community-based Organizations, and former gang leaders, to focus on core gang issues and outline strategies to address those issues. A final report, comprised of the strategies that included summit recommendations, was adopted by the Board of County Commissioners (Board) through Resolution No. R-1000-09. The Board directed the Mayor to implement

the proposed strategies and recommendations. These recommendations provided a framework for how the community could move forward to reduce violence through the implementation of the four, previously mentioned, primary components.

Recommendation

It is recommended that the Board waive competitive bidding procedures by two-thirds vote of the Board members present pursuant to Section 2-8.1 of the Code of Miami-Dade County and Section 5.03(D) of the Home Rule Charter, and approve award of *Contract No. BW-10310, Anti-Violence Initiative Project Management*, to Ummah Futures International LLC, in the cumulative amount of \$7,193,656 for the initial two-year term, and two, one-year options to renew. This contract will replace *Contract No. BW9993-2/23*, awarded by the Board via Resolution No. R-223-19 to Ummah Futures International LLC for a two-year term, with two, one-year options to renew. The contract is due to expire on September 30, 2023.

The contract includes, but is not limited to, the day-to-day coordination and management support to the AVI, oversight and coordination of the work of staff and any organization required to fulfill the needs of the project, coordination with agencies that provide the target group's social services, school-based intervention connected to gun violence, referral of at-risk or arrested youth to the appropriate service providers, engagement with the community to advise of the AVI project and its benefits, and monitoring the progress of the AVI by providing status reports and recommendations to JSD. The continuation of services and strategy implementation with the current vendor are critical to maintaining the progress accomplished within the community. It is in the best interest of the County to continue contracting with Ummah Futures International LLC, as represented by Mr. Wayne Rawlins, for Project Management of the Miami-Dade County Anti-Violence Initiative Project for the following reasons:

1. Mr. Rawlins provides a unique approach to engaging all involved stakeholders, possesses all necessary technical experience, and has established strong connections with County communities as the current Anti-Violence Initiative Project Manager.
2. Mr. Rawlins' relationships with stakeholders, and local, state, and federal agencies has significantly assisted the County in addressing gang violence, successfully coordinating with local community leaders in working together towards the Anti-Gang Summit goals. He has demonstrated an intimate knowledge of the County communities regarding gang violence and anti-gang strategies developed through his efforts with community leaders, gang members, and youth groups. This has allowed him to have a unique sense of understanding and trust amongst these groups in the County communities. The geographical nature of this contract demands local expertise and relationships with the affected communities and agencies. This is an essential aspect for the success of this contract.
3. Mr. Rawlins has been a well-respected consultant in the field of community justice and economic development since the mid-1990s, when he was the Executive Director of the Miami-Dade Weed & Seed Program, a U.S. Department of Justice community revitalization initiative. Additionally, he has trained with Dr. David Kennedy of the National Network and the chief architect of Boston's "Operation Ceasefire," on which GVI is modeled, so he is experienced with the methodology and requirements of the National Network.
4. The AVI Project Manager's position is critical for the success of the County's Anti-Violence Initiative and requires extensive collaboration within the County communities. Mr. Rawlins is uniquely qualified to collaborate with community-based organizations, such as Circle of Brotherhood, Community Youth Against Violence, and Johnny L. Barber Jr. Ministries, Jackson Health System, The National Network, and County's leadership and staff to implement and manage the AVI Project to reduce gang related violence. He is also a U.S. Attorney's Office

strategic planner with evidence-based logical thinking, well known in the community, and well-acquainted with the agencies that will provide the needed services.

5. There were no issues or concerns identified by JSD with the incumbent vendor and no adverse findings relating to contractor responsibility.

The nature of this contract requires an individual with local expertise and relationships with the affected communities and local agencies. This is essential for the success of this contract. Given the benefits obtained from the current contract, proceeding with a different vendor could jeopardize achievements and deprive the County of the accrued progress.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the two-year term is \$3,596,828. Should the County choose to exercise, at its sole discretion, the two, one-year options to renew, the estimated cumulative value will be \$7,193,656. The current contract, BW9993-2/23, is valued at \$8,369,038 for a four-year and six-month term and expires on September 30, 2023. The annualized allocation under the replacement contract is substantially the same as the current contract.

Department	Allocation	Funding Source	Contract Manager
JSD	\$7,193,656	General Fund	Glorimar Abreu
Total:	\$7,193,656		

Track Record/Monitor

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

Delegated Authority

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

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the recommended vendor is non-local and is being recommended in the best interest of the County due to its unique approach and subject matter expertise. There are no Small Business Enterprise (SBE) firms certified under the applicable commodity code.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Ummah Futures International LLC	11490 SW 21 Street Miramar, FL 33025	None	0	Wayne E. Rawlins
			0%	

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

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Guidelines to determine contractor responsibility, including verifying corporate status and that there are

no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies where permitted by the funding source.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply as the services to be procured are not covered under the Ordinance.
- The Responsible Wages and Benefits Ordinance does not apply as the services are not covered under the Ordinance.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 6, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)

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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)
9-6-23

RESOLUTION NO. R-770-23

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; APPROVING AWARD OF CONTRACT NO. BW-10310 TO UMMAH FUTURES INTERNATIONAL LLC IN A TOTAL AMOUNT NOT TO EXCEED \$7,193,656.00 FOR THE INITIAL TWO-YEAR TERM AND TWO ONE-YEAR OPTIONS TO RENEW FOR THE PURCHASE OF ANTI-VIOLENCE INITIATIVE PROJECT MANAGEMENT FOR THE JUVENILE SERVICES DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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

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

Section 1. This Board finds it is in the best interest of Miami-Dade County to waive formal bid procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2- 8.1 of the Code of Miami-Dade County, by two-thirds vote of the Board members present and approve award of Contract No. BW-10310 to Ummah Futures International LLC, in substantially the form attached and made a part hereof, in a total amount not to exceed \$7,193,656.00 for the initial two-year term, and two one-year options to renew for the purchase of Anti-Violence Initiative Project Management for the Juvenile Services Department.

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

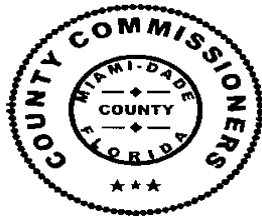
The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	absent		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of September, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK



By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SMG

Sophia Guzzo

Anti-Violence Initiative Project Management
Contract No. BW-10310

THIS AGREEMENT for the provision of Anti-Violence Initiative Contract Management, made and entered into as of this _____ day of _____ by and between Ummah Futures International, LLC, a corporation organized and existing under the laws of the State of Florida, having its principal office at 11490 SW 21 Street, Miramar, Florida 33025 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Anti-Violence Initiative Project Management and Consulting Services for the Gang Prevention Strategy within Miami-Dade County communities, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); and the requirements of this Agreement; and

WHEREAS, the County desires to procure from the Contractor such Anti-Violence Initiative Project Management and Consulting Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- c) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Ummah Futures International, LLC and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "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.
- h) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- i) The word "Neurodivergent" shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia, and other learning disabilities.

- j) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- l) The words "Service" or "Services" to mean the provision of Anti-Violence Initiative (AVI) Project Management and Consulting Services in accordance with the Scope of Services.
- m) 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.
- n) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 45, 2) Appendix A, and 3) Appendix B.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the

County in all aspects of the Work performed hereunder.

- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on October 1, 2023 or on the date of last signature, whichever is later, and shall continue through the last day of the 24th month, thereafter. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) additional years on a year-to-year basis. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) To the County

a) To the Project Manager:

Miami-Dade County
Juvenile Services Department
Attention: Cathy Burgos, Director
275 NW 2nd Street, 2nd Floor
Miami, Florida, 33128
Phone: (305) 755-6202
E-mail: Cathy.Burgos@miamidade.gov

b) To the Contract Manager:

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

(2) To the Contractor

Ummah Futures International, LLC
11490 SW 21 Street
Miramar, FL 33025-6622
Attention: Wayne Rawlins
Phone: (954) 885-1381
E-mail: Wayne@waynerawlins.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

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 extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

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

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from

payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
Juvenile Services Department
275 NW 2 Street
Miami, FL 33128
Attention: Cathy Burgos, 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

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 Proposer or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Contractor shall furnish Miami-Dade County, Risk Management Division, 111 NW 1st Street Suite 2340 Miami FL 33128-1987, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation as required by Florida Statute 440.
- B. Commercial General Liability, in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate including Products/completed operations. **Miami-Dade County must be included as an additional insured.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- D. Professional Liability in an amount not less than \$1,000,000 each occurrence 2,000,000 in the aggregate covering claims arising out of the rendering or failure to render professional services or provision of products.

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 33128-1974**

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

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

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

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not

the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

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

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three 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 years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's 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) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, 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 for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide

any assistance necessary to ensure the confidentiality of the Confidential Information.

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

ARTICLE 29. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been

customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

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

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

The Contractor confirms its commitment to comply with the following:

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| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</p> <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> | <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit
(Section 448.095, of the Florida State Statutes)</p> <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution No. R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18)</p> <p>14. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)</p> <p>15. 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.</p> <p>16. 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.</p> |
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b) Conflict of Interest and Code of Ethics

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

ARTICLE 32. INSPECTOR GENERAL REVIEWS

a) Independent Private Sector Inspector General Reviews

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

b) Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) 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 of one percent (0.25%) 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 Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 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 of one percent (0.25%) 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 Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements 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. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) 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.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.

- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension," which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

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

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

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, 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, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 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 Work 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 Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

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

ARTICLE 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 in Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

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

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

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

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

ARTICLE 41. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 42. 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 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, 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, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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

ARTICLE 44. 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 45. 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 last date that the Agreement is executed below,

Contractor

Miami-Dade County

MDC028

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Rev. 01112023

By:

Wayne E. Rawlins

Name:

Wayne E. Rawlins

Title:

President

Date:

May 16, 2023

Attest:

Hannah Marie ZiaDeh
Corporate Secretary/Notary Public

By:

for

Name:

Daniella Levine Cava

Title:

Mayor

Date:

Attest:

Clerk Ad Interim

Corporate Seal/Notary Seal



Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES**I. Introduction/Background**

Miami-Dade County (hereinafter referred to as the "County"), through its Juvenile Services Department ("JSD"), is contracting with Ummah Futures International LLC (hereinafter referred to as the "Contractor") for Project Management of the Miami-Dade County Anti-Violence Initiative Project ("Anti-Violence Initiative" or "Project"), a project comprised of the Gang Prevention Strategy within the Miami-Dade County communities.

The Gang Prevention Strategy is designed to reduce group violence and consists of four primary components: (1) Prevention, (2) Intervention, (3) Suppression ("Group Violence Intervention" or "GVI"), and (4) Re-entry. In 2008, the South Florida Anti-Gang Summit ("Summit") convened 175 national gang reduction experts, federal, state, and local criminal justice personnel, socio-economic service providers, faith and community-based organizations ("Criminal Justice Partners"), and formal gang leaders to discuss core issues affecting gang members or those related to gang membership and outline strategies to address such issues. Thereafter, on July 21, 2009, the Miami-Dade County Board of County Commissioners adopted Resolution No. R-1000-09, directing the Mayor to implement strategies and recommendations ("Summit Recommendations"), where possible, from the Summit's Final Report. Said report is attached hereto as Exhibit A. The Summit Recommendations provided a framework for reducing violence in the community through the implementation of the aforementioned four primary components.

In particular, GVI is designed to reduce gun and gang-related violence in targeted neighborhoods in unincorporated Miami-Dade County, Florida. GVI was created to (1) establish a partnership between the County, federal, state, and local legal and law enforcement agencies, and Criminal Justice Partners to engage and provide support and services to a targeted group identified by John Jay College ("National Network"); (2) deliver a unified anti-violence message by the Criminal Justice Partners in the targeted areas; (3) offer services and alternatives to group members; and (4) articulate community norms against violence to the target group during program activities. The Contractor must implement the following specific tasks to assist in carrying out the four primary components of the Anti-Violence Initiative.

II. Anti-Violence Initiative**A. Tasks**

The Contractor shall:

1. Provide day-to-day coordination and management support to the Anti-Violence Initiative.
2. Utilize a holistic approach that addresses the needs of the target group identified by the National Network.
3. Work with other project staff toward achieving the established goals and objectives of the Anti-Violence Initiative. Other project staff may include but are not limited to, personnel from the National Network, Office of Neighborhood Safety, law enforcement agencies, the Office of the Miami-Dade Public Defender, the Office of the Miami-Dade State Attorney, and the United States Attorney's office for the Southern District of Florida. The Contractor will prioritize work related to the Project above any and all other work it is currently engaged in or will contract to perform. As demonstrated in monthly summary reports, tasks detailed in this Contract will take precedence over any other work commitments.
4. Oversee and coordinate the work of its staff and any other organizations required to fulfill the needs of the Project.
5. Coordinate with agencies that provide the target group's social services and other support services as necessary.
6. Provide the School-based Intervention approach to all schools in Miami-Dade County when a shooting takes place on school grounds, near a school, or when a school-aged child is connected to gun violence. A Hospital-based Violence Intervention Social Worker/Case Manager will accompany CYAV during the school visits to help with the referral coordination, and linkage to community-based organizations that specialize in conflict resolution, gang awareness, and grief counseling.
 - Deliverables: The subcontractor must provide the following documentation upon completion of a client's intake information: Copies of Contact sheets and Copies of referrals made to community-based organizations and

documented in the Quest Case Management System.

7. Refer at-risk or arrested youth to a Hospital-based Violence Intervention Social Worker to be assessed on Global Appraisal of Individual Needs Short Screener (GAIN-SS) & Adverse Childhood Experiences (ACE) to link the youth to the appropriate service provider, with a priority on those from AVI target areas that include, but are not limited to, substance abuse, mental health, after-school activities, and job development opportunities.
 - Deliverables: The subcontractor must provide the following documentation upon completion of a Client's intake information: Copies of Contact sheets and Copies of referrals made to community-based organizations and documented in the Quest Case Management System.
8. Enter data in the Quest Case Management System on client services and support provided by the agencies and ensure service delivery to the target group.
9. Advise the community of the Anti-Violence Initiative and its benefits.
10. Help further develop the Anti-Violence Initiative by maintaining robust relationships with Criminal Justice Partners.
11. Implement mechanisms to track violence in the target areas.
12. Continue to provide prevention, intervention, suppression, and reentry objectives of the Miami-Dade Anti-Gang Strategy Countywide, as provided in the Summit Recommendations. **See Exhibit A**
13. Monitor the progress of the Anti-Violence Initiative by providing monthly status reports and recommendations to JSD to improve the project's implementation.
14. Provide a monthly Activity Plan to JSD no later than the 30th of every month. A Monthly Activity Plan form is attached hereto as Exhibit B.

B. Reporting

The Contractor shall:

1. Meet with JSD staff on a regular basis, at a minimum monthly, to provide updates on the status of deliverables of the Anti-Violence Initiative.
2. Develop and present a monthly summary report to JSD no later than the 30th of every month. Such reports shall describe the progress of the Anti-Violence Initiative, including recommendations to improve its implementation.
3. Provide time and effort reports (including copies of any photos, and other documentation generated during the period).
4. Provide monthly activity plans no later than the 30th of each month, quarterly progress reports no later than the 30th of each quarter and annual reports no later than 45 days after the end of the contract year.
5. Provide any other reports requested or required by the County or the National Network.
6. Budget modifications may be requested to amend the budget of this agreement. Budget modifications request must be submitted to JSD no later than thirty (30) days prior to the expiration of this Agreement. The vendor may shift funds between existing line items (1) without a budget modification but a notification to JSD, if the change to the line item does not exceed fifteen percent (15%); or (2) if the changes to a line item exceed fifteen percent (15%), a budget modification request by the vendor designated representative and approved by the County (JSD or procurement). A budget modification request is also required in order to add new line items.
7. JSD must receive the Monthly Payment Request and the Monthly Progress Report no later than the 30th day of the month following the month in which services were provided. Upon submission of satisfactory required monthly reports JSD will

make payment.

8. Provide Fiscal documents, such as invoices, proof of payments, timesheets, expenditure receipts no later than the 30th day of the month following the month in which services were provided.

III. Gang Prevention Strategy Project Management

A. Prevention

The Contractor shall:

1. Continue to establish reading sessions to be held at least once a month for children six weeks to five years old in specific daycare centers as described below. The Contractor must:
 - Identify daycare centers in high-crime areas.
 - Identify guest readers for reading sessions.
 - Contact daycare center directors to introduce the program and schedule reading sessions.
 - Confirm guest readers for reading sessions.
 - Coordinate logistics and make all preparations for the reading sessions.
 - Host reading sessions.
2. Host an in-prison gang prevention summit to provide inmates with an opportunity to assist with the development of solutions to reduce gang violence. The summit will provide young adult offenders with tools expected to help prevent recidivism. The Contractor must:
 - Plan an annual summit with incarcerated former gang members and the Florida Department of Corrections leadership.
 - Identify summit presenters.
 - Identify summit invitees.
 - Prepare and coordinate logistics for the summit.
 - Host the summit.
 - Provide a report with summit recommendations.
3. Deliver, at a minimum, six (6) presentations on gang awareness and prevention measures to parents, youth, and service providers upon JSD's request in high-risk areas, after-school/summer programs, and Optimist clubs upon request. The Contractor must:
 - Identify prospective hosts for gang awareness sessions for parents, youth, and service providers including Optimist Clubs, community centers, after-school/summer programs, and houses of worship.
 - Provide the School-based Intervention approach to all schools in Miami-Dade County when a shooting takes place on school grounds, near a school, or when a school-aged child is connected to gun violence.
 - Contact Criminal Justice Partners and Community-Based Organizations agency Directors to inform them of the opportunity to host a presentation and, if interested, schedule a session.
 - Confirm presenter(s) for workshops.
 - Prepare and coordinate logistics for workshops.
 - Host gang awareness sessions
4. The Contractor must provide the County with a participant sign-in sheet(s), photos taken during the workshop, and evaluation forms collected from willing participants.

B. Intervention

The Contractor shall conduct:

1. Walking One Stops
The Walking One Stop is the signature initiative of the Miami-Dade Anti-Gang Strategy and involves elected officials, faith leaders, social and economic service providers criminal justice personnel, and concerned community activists. Walking One Stops bring door-to-door social and economic service referrals in neighborhoods that have experienced recent, severe,

or persistent incidents of violence. Walking One Stops staff shall:

- Identify trauma and grief management counselors currently serving the impacted neighborhood and seek their commitment to participate.
- Prepare and coordinate logistics for Walking One Stops.
- Deliver social and economic service referrals to all residences that sign up for services within the target area.
- Track and monitor the follow-ups with the referral organization to ensure the delivery of services.

2. Entrepreneurial Training

On a monthly basis, the Contractor will coordinate with existing providers of entrepreneurial training and small business development assistance programs for former gang members (and others) living in high-risk areas as a sustainable and long-term alternative to the economic benefits of gang involvement. The Contractor must:

- Identify federal, state, and local resources that support entrepreneurship and small business development.
- Identify former gang members and other interested individuals who desire to be entrepreneurs.
- Refer former gang members and other interested individuals to entrepreneurial and small business development resources and programs.
- Track the progress of participating individuals at three, six, nine, and twelve-month intervals.

3. Peer Leadership Program

On a monthly basis, the Contractor must mentor youth and young adults who are gang-involved or gang-affiliated to teach conflict resolution, communication, leadership, literacy, and advocacy skills necessary to help eliminate their involvement with crime, by conducting the following activities:

- Schedule positive peer leadership training sessions for gang-involved and gang-affiliated youth and adults who are housed in South Florida detention centers, at least once a month. Upon request, positive peer leadership training sessions will be delivered in schools experiencing a high number of gang-related incidents.
- Prepare and coordinate logistics for peer leadership training sessions.
- Host peer leadership training sessions.
- Provide linkage to community resources for individuals re-entering their communities.

The Contractor must also provide the following documentation upon completion of a peer leadership training session:

- Summaries of peer leadership training sessions.
- Roster of participating gang members.
- Photos taken during peer leadership training sessions, when permitted.
- Copies of referrals made to Community-Based Organizations.

4. Coordinate Civic Engagement

Civic engagement includes, but is not limited to, utilizing former high-risk members' sweat equity for beautification projects, such as planting community gardens. At a minimum, the Contractor must work with the community including former gang members to host and complete two beautification projects, which shall occur once in the spring and fall of each year.

C. Suppression - Gun Violence Intervention ("GVI")

1. Project Management

The contractor shall:

- Continue to follow the GVI model to fidelity and work with the executive committee, which consists of the Criminal Justice Partners and the National Network or its designee.
- Coordinate with the National Network for strategic advising and GVI program activities.
- Coordinate and manage the execution of the National Network's advisement, which shall include deadlines, deliverables, and responsible staff for each task and be provided to the County for approval no later than 60 days after contract execution. Notwithstanding the above, if there is a dispute the County shall have the final say and sole discretion to determine said plan and timetable.
- Build positive relationships with members of local media to facilitate accurate press coverage during the duration of GVI.

- Help Criminal Justice Partners integrate GVI activities within their agencies.
- Assist in organizing and leading the executive committee, which consists of all of the Criminal Justice Partners.
- Coordinate the GVI's working group. The working group consists of a small membership of core representatives from the National Network and the executive committee. The working group is chaired by the Project Manager.
- Manage and implement the National Network's GVI strategies, which include addressing reactive gun violence response, proactive gun violence response, and gun violence intervention strategies.
- Participate in collaborative learning opportunities, receive advice and support from the National Network's expert technical advisors and recommend strategies to the executive committee to reduce serious violence in the County.
- Continue to develop and manage working partnerships with Community-Based Organizations, to strengthen Group Violence Intervention.
- Coordinate with National Network staff to facilitate lateral specialist exchanges, focused on design and launch, between Criminal Justice Partners and other National Network sites to support this effort.
- Work with National Network staff and Criminal Justice Partners, to ensure that project activities are properly tracked, documented, and shared appropriately among the working group.
- Coordinate the day-to-day operations of the GVI, monitor Project activity, and ensure in-person notifications to the target group are provided, case management services, mental health support, and outreach for victims or perpetrators of gun violence.
- Hire and maintain Independent Contractors for the positions of Licensed Clinical Social Workers, Masters level Social Workers, and a Registered Nurse to address the mental health and injuries caused by gun violence to increase the well-being of clients and families in Miami-Dade.
- Independent Contractors shall be available to report in-person to trainings and meetings.
- Implement a resource assessment process as a means to adequately meet the specific, immediate needs of the target group including, but not limited, the following:
 - o Trauma
 - o Low cost, but pressing needs (transportation, groceries, state identification cards etc.)
 - o Protection from risk (emergency housing relocation, etc.)
 - o Monetary assistance for emergency housing relocation, food, and other necessities
 - o Access to housing, employment resources, substance abuse treatment, health care, etc.
- Must be available and respond immediately, 24 hours per day and throughout the year, including, manning the 24-hour GVI Hotline, at crime scenes, hospitals, vigils, wakes, funerals, or during emergency relocations to address the identified needs.
- 24/7 bedside response at Ryder Trauma Center with expansion to JMH South
- Immediate access to social and economic supports
- Be available, at a minimum, telephonically, 24 hours a day to provide service referrals to Criminal Justice Partners.
- Coordinate continuum of care between case managers, medics, street outreach, mental health professionals, trauma response centers, and other medical facilities and within the community.
- Reporting:
 - o Contractor shall provide weekly data on client wrap around services, which include assessment, client progress, case management services referrals made, and case staffing.
 - o Develop and present a monthly summary report to JSD. Such report shall describe the progress of Hospital-based Violence Intervention Program.
 - o Provide, as needed, any other reports requested or required by the County.
 - o Provide time an effort reports including sign-in sheets, and other documentation generated.
 - o Provide updates as needed on staffing.

2. GVI Coordination Requirements

The Contractor shall:

- Manage and maintain strong relationships with GVI stakeholders.
- Coordinate the GVI executive committee and communicate regular updates on GVI implementation to the Criminal Justice Partners.
- Manage the organizational structure for GVI, including identifying and establishing committees, tracking activities of

law enforcement agencies, and providing support and outreach to community-based organizations. Act as liaison to government agencies, and media.

- Develop working agreements and manage services, as needed, with Community-Based Organizations and other non-governmental organizations to reduce youth gun violence. The contractor shall not execute any contracts or agreements for services under this contract until such contracts or agreements have been reviewed and approved by the County.

D. Re-Entry

Many former gang members need assistance to successfully transition from incarceration back into the community. The Contractor must provide former gang members with the following:

1. Needs Assessments

The Contractor shall conduct a pre-release program to address the individualized needs of each former gang member, which may include, but not be limited to providing access to and assistance with employment, education, mental health, physical health, and other support services. The Contractor must:

- Schedule meetings with corrections officials to discuss ex-offender re-entry services for inmates housed in the following detention centers: (1) Federal Detention Center, (2) Homestead Correctional, (3) Institute Everglades Re-entry Center ("South Florida Detention Centers"), (4) Miami-Dade Corrections and Rehabilitation; and conduct a needs assessment.
- Ensure that needs assessments are done on inmates that are 60 days from being released into their communities. The number of inmates receiving the needs assessment will be based on the individuals completing their sentences.
- Work with the South Florida Detention Centers to, at a minimum, implement the results from the needs assessment.

2. Re-Entry Fairs

The Contractor must hold re-entry fairs inside detention centers, as listed above. Re-entry fairs must provide inmates an opportunity to meet community-based organizations that can address the inmates with service needs, such as: employment, education, mental health, physical health, and other support services. Implement re-entry fairs at the federal and state level for ex-gang members and their families, by:

- Contacting wardens and superintendents of South Florida Detention Centers including Florida Department of Juvenile Justice sites and schedule meetings to discuss reentry fairs.
- Schedule re-entry fairs.
- Contact and confirm service providers that meet the needs of inmates to participate in the fair, based on the results of the needs assessments.
- Prepare and coordinate logistics for re-entry fairs.
- Host reentry fairs.

IV. Additional Services

In the event the County requires additional related services, including consulting services, the County will use a supplemental agreement to include such services in the Contract.

APPENDIX B – PRICE SCHEDULE**Anti-Violence Initiative Project Management**

Per Article 8 of the contract, the Contractor's hourly rate for providing the services shall be fixed for the duration of each term. However, the Contractor may offer incentive discounts at any time during a Contract term, including any extensions or renewals thereof. The following are the estimated annual fees for providing all services as stated in *Appendix A – Scope of Services*, based on the estimated contract hours per term:

Anti-Violence Initiative Budget	Initial Two-Year Term		OTR	
	Year 1	Year 2	Year 3	Year 4
Project Management Years 1 - 4: 2063 hours x \$86.25 per hour	\$177,934	\$177,934	\$177,934	\$177,934
Project Management Assistant / Contract Compliance Years 1 - 4: 1800 hours x \$40 per hour	\$72,000	\$72,000	\$72,000	\$72,000
Fiscal Management Years 1 - 4: \$9,000.00	\$9,000	\$9,000	\$9,000	\$9,000
Supportive Services Year 1: \$619.78 x 100 GVI Participants Year 2: \$598.38 x 100 GVI Participants Year 3: \$576.42 x 100 GVI Participants Year 4: \$553.77 x 100 GVI Participants	\$61,978	\$59,838	\$57,642	\$55,377
Hospital-Based Violence Intervention Program Budget (Additional Services)				
a) Years 1 - 4: 1 Licensed Mental Health Professional at \$65 per hour for an estimated 2080 hours	\$135,200	\$135,200	\$135,200	\$135,200
b) Years 1 - 4: 1 Lead Social Worker at \$50 per hour for an estimated 2080 hours	\$104,000	\$104,000	\$104,000	\$104,000
c) Years 1 - 4: 6 Social Workers at \$40 per hour. Total estimated hours 8800 hours	\$352,000	\$352,000	\$352,000	\$352,000
d) Years 1 - 4: 1 Health Professional at \$55 per hour for an estimated 1040 hours	\$57,200	\$57,200	\$57,200	\$57,200
e) Years 1 - 4: Case Management System at \$750 for 15 licenses	\$11,250	\$11,250	\$11,250	\$11,250
f) Clinical Data Coordinator Salary and Fringe Year 1: \$62.24 per hour for an estimated 1,040 hours Year 2: \$64.11 per hour for an estimated 1,040 hours Year 3: \$66.03 per hour for an estimated 1,040 hours Year 4: \$68.01 per hour for an estimated 1,040 hours	\$64,730	\$66,674	\$68,671	\$70,730
g) Contingency	\$6,473	\$6,667	\$6,867	\$7,073
Sub-Total	\$1,051,764	\$1,051,764	\$1,051,764	\$1,051,764
Community Based Organization Services (Budget Estimate)	\$746,650	\$746,650	\$746,650	\$746,650
Total per Year	\$1,798,414	\$1,798,414	\$1,798,414	\$1,798,414

*OTR 1 & 2 Fees are just the estimated allocation amounts, if adopted by the County.

Notes:

- (1) All fees and rates are firm and fixed as indicated on this Payment Schedule.
- (2) All fees and rates are all-inclusive. No "add-on" charges for services shall be accepted.
- (3) The County reserves the right to re-allocate hours as deemed in the best interest of the County.
- (4) The Community Based Organization Services estimated budget is allocated for services as needed.
- (5) Reimbursements/Payments for costs associated with the Community Based Organization services shall be based on contingencies validated/approved by the County.
- (6) With the exception of costs listed on *Note 5*, there shall be no additional costs to the County for:
 - a. All reports and AVI requirements as stated in *Appendix A – Scope of Services*
 - b. All administrative overhead and support necessary to perform the services
 - c. Travel costs or expenses incurred by Consultant performing the services while Contractor's staff is working on site
 - d. Contract cancellation or termination (whether on or off the anniversary date)
 - e. Interface with other vendors
 - f. Routine printing and mailing