

Date: December 12, 2023

Agenda Item No. 8(P)(5)

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

From: Daniella Levine Cava
Mayor



Resolution No. R-1124-23

Subject: Recommendation for Approval to Award a Non-competitive Designated Purchase for ITW GSE PCA & 400Hz GPU Preventative Maintenance and Repair

Summary

This item is for the award of a designated purchase for preventative maintenance, inspection, and repair services for six Preconditioned Air Units (PCA) and six Ground Power Units (GPU) at Miami International Airport (MIA). These units are manufactured by ITW GSA and can only be maintained by approved service providers due to the proprietary components of the equipment. PCA units and GPUs are needed to provide grounded aircrafts with air conditioning at gates during passenger embarkation and disembarkation and aircraft servicing. They are especially important at MIA due to the local area climate in South Florida which typically consists of a high heat index. Without proper air conditioning during the passenger boarding and disembarking processes, passenger comfort would be greatly impacted. Additionally, airline staff are working inside the aircraft performing cleaning and servicing tasks to prepare the aircraft for its next flight. Implementing a long-term contract will help ensure that these units are maintained in working order and, when necessary, are repaired expeditiously by an authorized service provider. The recommended vendor, Servicore G.S., Corp., is the sole authorized service provider in the State of Florida and is a certified Small Business Enterprise (SBE) firm.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a non-competitive designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, and award *Contract No. SS-10295, ITW GSE PCA & 400Hz GPU Preventative Maintenance and Repair* to Servicore G.S., Corp. for the Miami-Dade Aviation Department (MDAD) in the amount of \$800,000 for a five-year term. This contract will replace emergency *Contract No. E-10289*, awarded under delegated authority for a one-year term to address immediate repairs and maintenance of the equipment until a long-term contract was established.

Background

MDAD owns six ITW GSE brand PCA units, model 3400, and six ITW GSE brand 400Hz GPU, model GPU 2400. All units were purchased from and installed by ITW GSE, Inc. in 2019 under *Miscellaneous Construction Contract No. MCC-8-10*, awarded by the Board through Resolution R-1122-11, under which ITW GSE, Inc. performed work as a subcontractor to Munilla Construction Management, LLC. Following the expiration of the units' warranties in early 2022, MDAD's maintenance staff would troubleshoot problems with units when possible; however, it became necessary to find a vendor who is able to maintain the units' proprietary components such as variable frequency drives, printed circuit boards, input magnetic assemblies and operational software.

In December 2022, emergency *Contract No. E-10289* was established to address the immediate repairs of inoperable ITW GSE GPU and PCA units, which were out of warranty, as well as ongoing maintenance and future repairs for the units as necessary. This contract expires on February 20, 2024. The proposed replacement contract aims to establish a long-term service contract to include facilitating monthly and quarterly maintenance and inspection services, necessary repairs and purchase of non-standard parts for the aforementioned units. The replacement contract includes a thorough scope of services for the implementation of a Preventative Maintenance and Inspection program to ensure equipment is maintained and serviced in accordance with the manufacturer's standards to maximize the life expectancy of the equipment and will engage ITW GSE, Inc.'s sole authorized service provider

for the State of Florida. To ensure the units are correctly operational and reliable, it is crucial for MDAD's operations to only allow factory-trained and authorized personnel to perform service on this brand of equipment.

Competition for these services is not practicable due to the proprietary nature of components on the PCA units; there are no other vendors authorized or certified to provide the required services in Florida. Only ITW GSE, Inc.'s approved service providers can troubleshoot and repair these components. The current units were purchased and installed in 2019 for a total cost of \$1,889,530. This total included all services, management, supervision, labor, parts, equipment, and materials required to furnish, install, test, and warrant all the units. These units have an expected product life of 10 years, so replacement of the units is not in the best interest of the County at this time due to the amount of time and money invested in the purchase of these units. The availability and feasibility for competition will be continually monitored to ensure the need for future designated purchases is reduced or eliminated as soon as practicable.

Accordingly, it is in the County's best interest to award this designated purchase contract pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code to purchase preventative maintenance and repair services to ensure equipment is maintained and serviced in accordance with the manufacturer's standards to maximize the life expectancy of the equipment.

Scope

Miami International Airport is located within District 6, which is represented by Commissioner Kevin Marino Cabrera; however, the impact of this item is countywide.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$800,000. The previous contract is valued at \$200,000 for a one-year and two-month term and expires on February 20, 2024. The annualized allocation under the replacement contract is lower than the current contract due to a reduction in the amount of anticipated service repairs that will be needed because of the implementation of a Preventative Maintenance and Inspection program.

Department	Allocation	Funding Source	Contract Manager
MDAD	\$800,000	Proprietary Funds	Sylvia Novela
Total	\$800,000		

Track Record/Monitor

Natalya Vasilyeva 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 or extensions, pursuant to Section 2-8.1 of the Miami-Dade County Code and Implementing Order 3-38.

Vendor Recommended for Award

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Servicore G.S., Corp. (SBE)	3630 E 10 Court Hialeah, FL	Same	6 46%	Victor Medina

*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 Procurement 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 that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

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

Applicability of Ordinances and Contract Measures

- The two percent User Access Program does not apply.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.
- The Responsible Wages and Benefits Ordinance does not apply.


Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(5)

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)(5)
12-12-23

RESOLUTION NO. R-1124-23

RESOLUTION AUTHORIZING A NON-COMPETITIVE DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING AWARD OF CONTRACT NO. SS-10295 FOR THE PURCHASE OF ITW GSE PCA & 400HZ GPU PREVENTATIVE MAINTENANCE AND REPAIR TO SERVICORE G.S., CORP. IN AN AMOUNT NOT TO EXCEED \$800,000.00 FOR A FIVE-YEAR TERM FOR THE MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, 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 award Contract No. SS-10295 as a non-competitive designated purchase, in substantially the form attached and made a part hereof, for the purchase of ITW GSE PCA & 400Hz GPU Preventative Maintenance and Repair to Servicore G.S., Corp. in an amount not to exceed \$800,000.00 for a five-year term for the Miami-Dade Aviation Department, pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present.

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

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	absent	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
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 12th day of December, 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.

David M. Murray

A handwritten signature in black ink, appearing to read "DMM", is written over a horizontal line.

Contract Title ITW GSE PCA & 400Hz GPU Preventative Maintenance and Repair
Contract No. SS-10295

THIS AGREEMENT for the provision of Preventative Maintenance and Repair Services made and entered into as of this _____ day of _____ by and between Servicore G.S., Corp., a corporation organized and existing under the laws of the State of Florida, having its principal office at 3630 E 10th Ct, Hialeah FL 33013 (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 County and the Contractor have agreed to establish this Agreement for Preventative Maintenance and Repair Services from the Contractor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor desires to provide to the County such Preventative Maintenance and Repair 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 "Airport" or acronym "MIA" to mean Miami International Airport.
- c) 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.
- d) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean Servicore G.S., Corp. and its permitted successors.
- f) The word "Days" to mean calendar days.
- g) 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.
- h) The words "Department" or acronym "MDAD" shall mean the Miami-Dade Aviation Department. Wherein in this Contract document, rights are reserved to the County, MDAD may exercise such rights.
- i) 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.
- j) The words "Joint Venture" to mean shall 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.
- k) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

- l) 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.
- m) The words "Part List" to mean the document appended hereto as Appendix C detailing the fees for parts that may be required by the County.
- n) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- o) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- p) The words "Service" or "Services" to mean the provision of Preventative Maintenance and Repair services in accordance with the Scope of Services.
- q) 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.
- r) 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 53, 2) Appendix A – Scope of Services, 3) Appendix B – Price Schedule, and 4) Appendix C – Parts List.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the sixtieth (60th) month, thereafter. 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: Sylvia Novela
Miami-Dade County
Aviation Department
Attention: Division Director, Materials Management
Phone: (305) 876-7048

E-mail: snovela@flamia.com

and

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

(2) To the Contractor

Servicore G.S., Corp.
Attention: Victor Medina
Phone: 305-216-3339
E-mail: VictorM@sgsequipment.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

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 fixed and firm for no less than 12 months from the effective date of the contract, as indicated in Appendix B "Price Schedule". The Contractor may request a justified price adjustment to the rates listed within Appendix B "Price Schedule" by submitting a written request no less than one hundred twenty days (120) prior to the expiration of the contract anniversary date. The County may consider an adjustment to price based on changes to the pricing index specified below. The Contractor's adjustment requests should not be in excess of the relevant pricing index change and should be capped at 3% per year.

Pricing Index:

Consumer Price Index (CPI): All Urban Consumers (Current Series)

Area: Miami-Fort Lauderdale, FL

Item: All items less medical care

Annual change: 12-Month Percent Change for the then current 12-month period

It is the Contractor's responsibility to request any pricing adjustment under this provision. If no adjustment request is received from the Contractor, the County will assume that the Contractor has agreed that the current price will remain.

The County reserves the right to accept, reject, and negotiate lower pricing for the additional year based on market research or other factors that influence price.

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 Aviation Department
PO Box 526624
Miami, FL 33152-6624
Attention: Accounts Payable
OR
Email to: payables@miami-airport.com

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of

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

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$5,000,000 per occurrence, and \$5,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.

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 and are a member of the Florida Guaranty Fund.

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

**Miami-Dade County
111 NW 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; 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 Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in 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 vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 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.

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.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (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".
- 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 against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

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

The County User Access Program, as defined in Section 2-8.10 of the Code, shall not apply to 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 and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: <http://www.uscis.gov/e-verify>

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

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

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

ARTICLE 45. IDENTIFICATION BADGING FOR RESTRICTED AREAS

The Contractor shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties and shall return the identification badges of all personnel transferred or terminated from the employee of the Contractor of Airport assignment and upon termination of this Agreement. The Contractor shall promptly report to the Department the names of all persons who were employed by the Contractor from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by the Contractor, the Contractor shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require the Contractor to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applications for such badges.

ARTICLE 46. TRAINING AND SECURITY REQUIREMENTS

Miami-Dade Aviation (MDAD) operates under strict security regulations. These regulations involve the issuance of additional identification (ID) cards.

Contractors performing services at MDAD must follow all required security procedures. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and, may include bonding for a Customs I.D.

For Customs ID, call 305-345-6528 or email miamiairportsecurityoffice@cbp.dhs.gov for information. For MDAD ID, call 305-876-7188 for appointment and to pick-up package. Awarded Bidders are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of Contract.

ARTICLE 47. WARRANTY ON SERVICES, PARTS, AND EQUIPMENT

All warranties express and implied, shall be made available to the County for goods and services covered by this Agreement. All

goods and services furnished shall be fully guaranteed by the Contractor against factory defects. At no expense to the County, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The warranty shall be terminated for any work or maintenance not performed by the Contractor, unless agreed to in writing by the Contractor. Any such agreement does not indemnify or make liable the Contractor to claims or damages as expressed in Articles 10 and 26.

Contractor warrants all new parts, equipment, and services performed under this Agreement against defects in material and workmanship for at least one (1) year from the date of beneficial use, regardless of whether the Contractor is under contract with the County at the time of defect.

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

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

In the event any of the materials supplied to the County by the Contractor are found to be defective and do not conform to specifications the materials may be returned to the vendor at the vendor's expense and the contract cancelled or the County may require the vendor to replace the materials at the Contractor's expense. Acceptance of any or all parts of the Services by the County does not waive any conditions established by the warranty. Further this warranty shall not apply to equipment which has been subject to storage by the County, or any defects arising from such storage, lack of servicing or preventative maintenance, misuse, improper operation or repair, alteration, modification, relocation, neglect or accident. Repairs or replacements shall be exclusively within the discretion of the Contractor. Specifically excluded from this warranty are consumable items such as (but not limited to) aircraft service cables, service hoses, adapters, lubricant oil, fan belts, light bulbs, fuses, and replaceable filters or any other replaceable or consumable part.

ARTICLE 48. ADDITIONAL PRODUCTS AND/OR SERVICES

Additional products and/or Services related to this contract agreement for which the Contractor is the proprietary provider or authorized reseller/distributor may be purchased during the term of the Contract. In the event the County wishes to purchase such additional items, a County representative will contact the Contractor to obtain a price proposal for the additional items. In the event that the County opts to proceed with the purchase, an amendment will be mutually agreed upon by the parties and executed in writing.

- a) The County reserves the right to add Additional Services to this Agreement without invalidating the Agreement. The cost or credit to the County for Additional Service shall be determined in accordance with the provisions of this Agreement. Additional Services shall encompass related Services that directly tie back to Scope of Services.
 - i. No Additional Services shall be completed by the Contractor unless so directed to perform Additional Services through a Purchase Order(s), Notice-To-Proceed issued by the County.
 - ii. The Contractor shall review the request, advise whether it can perform the Additional Services and if so, it shall submit a proposal for the requested Additional Services with a detailed price quote to the County for review. If Contractor cannot perform such Additional Services, it shall notify the County.

ARTICLE 49. FORCE MAJEURE

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

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the project manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to

the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract.

ARTICLE 50. TRUST AGREEMENT

a) Incorporation of Trust Agreement by Reference

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Amended and Restated Trust Agreement dated as of the 15th day of December, 2002 as amended from time to time, by and between among the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. at all times during the term of this Agreement. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

b) Adjustment of Terms and Conditions

If, at any time during the term or any extension thereto, as applicable, of this Agreement, a Federal agency or court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

ARTICLE 51. FEDERAL AVIATION ADMINISTRATION (FAA) SPECIAL PROVISIONS

a) Compliance with Nondiscrimination Requirements

During the performance of this contract, the Awarded Bidder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Awarded Bidder") agrees as follows:

- i) **Compliance with Regulations:** The Awarded Bidder (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- ii) **Non-discrimination:** The Awarded Bidder, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Awarded Bidder will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- iii) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Awarded Bidder for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Awarded Bidder of the Awarded Bidder's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- iv) **Information and Reports:** The Awarded Bidder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an

Awarded Bidder is in the exclusive possession of another who fails or refuses to furnish the information, the Awarded Bidder will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- v) Sanctions for Noncompliance: In the event of an Awarded Bidder's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1) Withholding payments to the contractor under the contract until the contractor complies; and/or
 - 2) Cancelling, terminating, or suspending a contract, in whole or in part.
- vi) Incorporation of Provisions: The Awarded Bidder will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016, Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Awarded Bidder will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Awarded Bidder becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Awarded Bidder may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Awarded Bidder may request the United States to enter into the litigation to protect the interests of the United States.
- vii) During the performance of this Contract, the Awarded Bidder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Awarded Bidder") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English.
 - proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- b) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Awarded Bidder has full responsibility to monitor compliance to the referenced statute or regulation. The Awarded Bidder must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor Wage and Hour Division
- c) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Awarded Bidder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Awarded Bidder retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Awarded Bidder must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor –Occupational Safety and Health Administration.

ARTICLE 52. MIAMI- DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, the Awarded Bidder shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Awarded Bidder's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Awarded Bidder, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, the Awarded Bidder shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Awarded Bidder shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Awarded Bidder does not elect to terminate this Contract within the time specified herein, this Contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

ARTICLE 53. 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

By: Victor Manuel Medina

Name: Victor Manuel Medina

Title: President

Date: 09/05/2023

Attest: Stephanie Dunbar

Corporate Secretary/Notary Public

By: _____

Name: Daniella Levine Cava

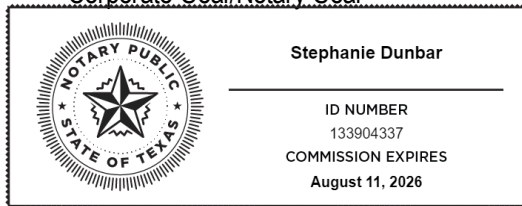
Title: Mayor

Date: _____

Attest: _____

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Corporate Seal/Notary Seal



Approved as to form
and legal sufficiency

Assistant County Attorney

Notarized online using audio-video communication

APPENDIX A – SCOPE OF SERVICES

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Aviation Department (MDAD) is contracting for the purchase of Preventative Maintenance Inspections (PMI) services, routine and emergency repair services, field inspection services, parts, and components for the ITW GSE Pre-conditioned Air (PCA) units and 400hz Ground Power units (GPU) located at gates G8, G9, G10, G11, G12, and G15.

Covered under this contract are:

- A. PCA Systems that provide cooling to the aircraft while at the gate and for the pre-cooling systems of the passenger boarding bridges (PBB). Note: Maintenance/Repair/Service shall include the PBB precool diverting ducts/valves/controls
- B. 400 Hz Aircraft Ground Power Systems

1. PREVENTATIVE MAINTENANCE INSPECTIONS

The Contractor shall be responsible for providing MDAD with PMI services, including all labor, materials and equipment, in the following manner: Contractor, or their designated representative, will perform PMI services on the contracted Point of Use Pre-conditioned Air units (PCA-POU), Point of Use 400hz Ground Power Units (400HZ POU) only. As the representative of the Original Equipment Manufacturer (OEM), Contractor shall provide and maintain a comprehensive PMI program which shall include maintaining a stock of spare parts to allow for a maintenance program wherein the equipment shall be maintained at a minimum level of 90% useability at all times. A comprehensive parts list shall be proposed by the Contractor and approved by MDAD; the parts are to remain the property of the contractor until use. All inspections shall be based upon the OEM recommendations, include quarterly inspection and load testing and annual comprehensive evaluation to ensure the equipment is operating to the manufacturer's designed specifications and able to offer continued reliability and performance for MDAD.

The Contractor shall submit Field Inspection Reports after completion of all inspections, and they are to include, at a minimum, all the items listed in the tables below (format and content to be approved by MDAD). Contractor will provide trending reports when unsatisfactory conditions are found during quarterly/annual preventive maintenance inspections and will include any corrective actions made to or needed for the equipment.

All inspections and tests will be performed in accordance with OEM manuals and guidelines. Additionally, Contractor will maintain competent personnel on staff with certified OEM training for the equipment being serviced.

1.1. Preventative Maintenance Inspections - PCA Air Handler System

The PMI program shall consist of two (2) efforts, quarterly and annual inspections. Each effort will have specific requirements to ensure continued performance and compliance with factory standards for the equipment subject to changes in condition due to life expectancy of the equipment, ordinary wear and tear, and obsolescence. The following table reflects a partial listing of tasks performed during the completion of the two PMI efforts. The PMI efforts will include, at a minimum, the efforts listed in the tables below and any additional manufacturer recommendations to achieve continued reliability and performance on all subject equipment.

Quarterly Preventative Maintenance (4 Events per Unit per Year)	Annual Preventative Maintenance (1 Event per Unit per Year) (Performed with quarterly maintenance)
Confirm function of refrigerant system	Clean the evaporator and condenser and all vents and ducting
Confirm function of operation under various aircraft settings	Pressure flush condensate drain and verify proper operation
Confirm function of blower drive motor	Clean and wash PCA Unit
Lubricate motor bearings	Re-torque all power terminations
Check all panels, doors, latches for proper operation and functional	Confirm integrity of all control terminations

Confirm function of temperature sensors	Open Push Button (PB) Station clean and spray contacts with protectant
Check condition of air hoses and ducts	Inspect, test and report on condition of the remote-control unit if installed
Supply and install all new filters	Check bridge mounting hardware
Clean & flush condensate pump basin	Inspect and test Passenger Loading Bridge (PBB) exhaust fans
Perform Infra-Red scan on all power terminations	Inspect exhaust fan belt and replace as needed
Perform full systems check	Wash exterior of unit
Record Compressor Amps	Check subcooling and service with refrigerant to proper levels (up to 5lbs annually per unit)
Record Utility Voltage	Check superheat and adjust mechanical Thermostatic Expansion Valve (TXV) (if installed)
Record Blower Motor Amps	Check static pressure and velocity at PCA hose end and adjust based on aircraft serviced
Record refrigerant system pressures	Test bridge PCA interlocks
Check for alarm conditions	
Check proper operation of smoke detector	

1.2. Preventative Maintenance Inspections - 400 Hz GPU Point of Use

The PMI program shall consist of two (2) efforts, quarterly and annual inspections. Each effort will include, at a minimum the items, listed in the tables below and any additional manufacturer recommendations to achieve a comprehensive inspection with specific requirements to ensure continued performance and compliance with factory standards. The following table reflects a partial listing of tasks performed during the completion of the two periodic maintenance groupings on all equipment listed in an annual period.

QUARTERLY PREVENTIVE MAINTENANCE (4 Events per Unit per Year)	ANNUAL PREVENTIVE MAINTENANCE (1 Event per Unit per Year) (Performed with quarterly maintenance)
Clean interior of cabinet	Perform annual resistive load test at 50% and 100% load
Inspect cabinet, doors and latches	Perform annual reactive load test at 50% and 100% load
Inspect for corrosion	Check output transient voltages
Inspect all controls and indicators	Check bridge mounting hardware
Inspect aircraft service cable	Check output harmonics
Perform complete operational and systems check	Clean exterior of unit
Check condition of air hoses/ducting.	Treat minor corrosion
Perform minor voltage and line drop adjustments.	
Perform infrared scan on input power terminations.	
Test protective circuits	
Inspect and clean all printed circuit boards	
Record input and output voltage/frequency	
Check for alarm conditions	
Check bridge interlocks	

2. CORRECTIVE MEASURES REPORTS

During Preventive Measure Inspections, Contractor shall advise MDAD of any corrective measures (i.e., repair work that is outside of normal wear and tear) recommendations. MDAD can then consider and prioritize the recommended corrective measures and, if desired, issue Work Orders for authorization. The Contractors shall not commence any corrective maintenance without a Notice-to-Proceed issued by the County's Project Manager or designee.

3. TRENDING REPORTS

Contractor shall, on a monthly basis, provide documentation of equipment review and field reports to the MDAD Facilities Maintenance Division for the basis of a Facility Maintenance trending report. The reports shall be in an excel spreadsheet and reflect the importance or the grading of the observed problems on site. Trending reports shall be prepared and coincide with the monthly billing cycle.

4. SERVICE/REPAIR CALLS

Contractor shall have a present local work force to include OEM trained personnel. Contact information for all personnel shall be provided to the County to ensure timely response to service/repair calls.

The Contractor shall respond (via phone/or in person) to the County within two (2) hours of the initial telephone call from the County followed by email confirmation to provide any emergency service to the County. Contractor shall respond to all non-emergency service calls within one (1) business day of the initial call from the County and will complete, at a minimum, 80% of all routine repairs within two (2) business days from receipt of a work order or Notice-to-Proceed from MDAD. Contractor shall provide factory authorized services on an as-needed basis for complex issues with an on-site time not to exceed two (2) business days from the initial request from the County.

All equipment maintained under this contract shall be maintained at a minimum level of 90% useability at all times. Service calls shall be completed in such a manner to maintain compliance with this minimum level of usability. Contractor shall take into consideration time and materials to remain in compliance with this requirement.

The County may request cost estimates for emergency service. Upon receiving the request from the County's Project manager or designee, the Contractor shall provide a proposal and/or price for the service requested. The County may negotiate the statement of work and prices to be paid by the County for such services. Depending upon the situation, MDAD may issue a Notice-To-Proceed via a work order to the Contractor to start providing the emergency work. Contractor shall respond to any and all calls that the County, in its sole discretion, designates as an "emergency service". The County shall not be responsible for the cost of any spare part until such time as a repair is required and the part is provided to the County. If a spare part is not readily available, it will be ordered immediately upon completion of the initial service call. Additional parts and components purchased by the County from the Contractor shall be made in accordance with the Scope of Services.

5. SPARE PARTS

Contractor's local office location will maintain a sufficient stock of spare parts for prompt completion of routine repairs (as approved by MDAD). The Contractor shall provide a complete spare parts list (for review and approval by MDAD) for all equipment purchased by the County as it relates to this contract.

Contractor will warrant against defects of material and workmanship under normal use and service for a period of twelve (12) months from completion of repair work performed, subject to limitations due to life expectancy of equipment, ordinary wear and tear, and obsolescence.

MDAD may order replacement parts, general electrical parts, and/or various components, for the systems covered, on an as-needed basis. The Contractor shall provide OEM electronic replacement of parts for the operating systems. All prices shall be Free on Board (FOB) Destination. MDAD and the Contractor reserve the right to add parts and components at any time. MDAD will not pay for any shipping and handling charges. The Contractor shall deliver all parts and components within seven (7) calendar days of the initial request from MDAD, except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify MDAD of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

6. HOURLY RATE FOR REQUIRED REPAIRS

MDAD will compensate the Contractor at an hourly rate per man-hour for factory authorized services. Any deficiencies in the Field Inspection Reports will be reviewed by MDAD. MDAD's project manager will authorize the Contractor in writing to correct any deficiency.

7. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)

The Contractor shall conduct contract activities in accordance with MDAD's environmental procedures in accordance with the contract, all applicable federal, state, and local environmental laws, regulation, directives, ordinances, and other governmental authorizations; and certifies that all required licenses, certifications, and permits are current and available upon request to MDAD. Contractor acknowledges that it is responsible for ensuring that its employees and subcontractors who perform services on site (now and in the future) shall receive and review all relevant information and material on MDAD's EMS and shall comply with its procedures.

APPENDIX B – PRICE SCHEDULE**A. INSPECTION SERVICES**

The annual rates provided below shall represent the Contractor's total not-to-exceed rates to provide required services as specified in Appendix A Scope of Services of this agreement. The annual rate shall be billed in twelve (12) monthly invoices of equal value.

Item No.	Title	Description	Annual Price (not-to-exceed)
1	Preventative Maintenance Inspections for six (6) contracted Point of Use Preconditioned Air Units (PCA-POU) and six (6) contracted Point of Use 400HZ Ground Power Units (400 HHz POU)	Services to include quarterly and annual preventative maintenance and related services as specified in Appendix A	\$ 120,000.00 /year

B. HOURLY RATES FOR REPAIR SERVICES

Item No.	Description	Hourly Rate
1	Hourly Rate for Service Repairs	\$ 200.00 /hour

Notes:

- After the first year of this Agreement, the County may, by authorized Service Order only, adjust rates/prices by the percentage increase in the Consumer Price Index (CPI) for All urban Consumers, Miami-Fort Lauderdale, FL. (see article 8. Pricing of the contract agreement).
- The proposed not-to-exceed rates and prices shall include full compensation for labor, material, miscellaneous costs, and feed, which shall be incorporated in this Price Schedule. Reimbursable expenses incurred by the Contractor shall be reimbursed upon prior written authorization from the County, as a part of such Work Order/Services Order. Payments to the Contractor shall be reimbursed without any Contractor or Subcontractor mark-ups of the expenses and must be approved by the County. Disputed items will be presented to the Contractor in accordance with the Florida Prompt Payment Act. The following items, subject to conditions below, constitute reimbursable expenses:
 - Rental space expenses
- The hourly rates shall be in accordance with Table B. Hourly rates. MDAD will review the reported issue with the Contractor on the phone and/or in person. The Contractor shall recommend a repair response.
- The hourly rate for holidays (Weekends and observed County holidays <https://www.miamidade.gov/global/humanresources/holidays.page>) shall be one and a half times of the regular hourly rate for each position.
- The County reserves the right to add or delete classifications of personnel and hourly rates during the term of this Contract including any extensions and renewals thereof.

Appendix C – Spare Parts List

Contractor shall provide a minimum five percent (5%) discount from Contractor's regular list price for parts purchased pursuant to this Agreement. Contractor shall provide the County with notice of any change in its list price for a part at least one hundred twenty (120) days prior to such a change becoming effective. Changes to prices on the parts list shall only be submitted by the Contractor on the contract anniversary date.

A. Spare Parts List for: GPU 2400

Part Number	Description	List Price	Contract Price (5% discount from list price)
AP-579573	GSE Control Board	\$2,054.00	\$1,951.30
AP-579527	Interface board	\$2,452.00	\$2,329.40
AP-579532	Capacitor Board	\$1,474.00	\$1,400.30
AP-579574	Display	\$1,523.66	\$1,447.47
AP-AF0403	Emergency stop, compact	\$36.74	\$34.90
AP-AM0067	Air filter for plinth	\$19.65	\$18.67
AP-AM0131	Air filter	\$104.94	\$99.69
AP-DP0222	Circuit breaker	\$116.97	\$111.12
AP-IT0032	Current Transformer	\$28.14	\$26.73
AP-KM0200	Feed-through terminal	\$6.03	\$5.73
AP-KP7087	Capacitor	\$192.00	\$182.40
AP-PS0010	DC Power Supply	\$371.00	\$352.45
AP-SI2066	ATO fuse, 10A	\$6.56	\$6.23
AP-SI2075	ATO fuse, 5A	\$6.56	\$6.23
AP-SI2076	ATO fuse, 2A	\$6.56	\$6.23
AP-VN0017	Fan	\$353.00	\$335.35
AP-578105	Power Module 90 kVA	\$10,994.00	\$10,444.30

B. Spare Parts List for: PCA 3400

Part Number	Description	List Price	Contract Price <i>(5% discount from list price)</i>
AP-DP1234	MCB	\$271.95	\$258.35
AP-VN0314	Main Blower Motor Assy	\$11,896.40	\$11,301.58
AP-572317	VFD with fan	\$6,160.00	\$5,852.00
AP-572507	Cooling Module HGBP UL	\$36,685.74	\$34,851.45
AP-DI0068	Zenerdiode	\$5.36	\$5.09
AP-IT0401	Current Transformer	\$112.77	\$107.13
AP-AE2021	Tube for Smoke Detector	\$72.56	\$68.93
AP-572315	VFD without fan	\$5,970.00	\$5,671.50
AP-AE2004	PT100 sensor, fast	\$73.45	\$69.78
AP-579526	GSE Control Board	\$2,045.00	\$1,942.75
AP-KO4386	Contactora	\$248.00	\$235.60
AP-DI2600	Diode	\$2.63	\$2.50
AP-AF0278	Handle for direct mounting	\$89.78	\$85.29
AP-AF0268	Disconnect Switch	\$295.47	\$280.70
AP-PS0011	DC Power Supply	\$1,364.00	\$1,295.80
AP-SI4929	Semi conductor fuse	\$241.83	\$229.74
AP-AE2024	Pressure Transmitter	\$470.82	\$447.28
AP-AE2013	Pressure Transmitter	\$383.67	\$364.49
AP-SI2066	ATO fuse, 10A	\$6.56	\$6.23
AP-SI2076	ATO fuse, 2A	\$6.56	\$6.23
AP-AF0403	Emergency stop, compact	\$36.74	\$34.90
AP-KO4006	Contactora	\$72.14	\$68.53
AP-IT7006	Current Transformer	\$92.30	\$87.68
AP-KO4379	Thermal O/L Relay	\$114.00	\$108.30
AP-KO4378	Contactora	\$128.00	\$121.60
AP-AE2009	Pressure Switch	\$201.81	\$191.72
AP-AE2014	Flow Measure Sensor	\$656.04	\$623.24
AP-AE2030	Water pump	\$1,011.05	\$960.50
AP-AE2020	Smoke Detector	\$878.00	\$834.10
AP-KO4382	Contactora	\$1,179.00	\$1,120.05
AP-579555	Interfaceboard	\$3,488.00	\$3,313.60
AP-579536	Display	\$1,525.00	\$1,448.75
AP-VN0020	Fan	\$192.99	\$183.34
FA11838	Camfil Air Inlet Filter	\$668.12	\$634.71
AP-572508	DC Module with Heater Control	\$4,995.48	\$4,745.71