

Date: June 4, 2024

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

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(P)(4)

Resolution No. R-502-24

Subject: Recommendation for Approval to Award a Non-competitive Designated Purchase for Airfield Guidance Signs and Lights

Summary

This item is for the purchase of airfield guidance signs, lights and replacement parts for taxiway guidance sign systems installed in Miami International Airport and all General Aviation Airports, which are essential for the safe and efficient operation of aircraft and ground vehicles operating in the movement area of airports. These highly specialized airfield guidance ground lighting systems help guide aircraft during take-off, landing, and taxiing along the runway, playing a vital role in safe air travel. Airfield guidance signs are used to provide information to pilots in taxiing aircraft regarding where they are, when to stop and hold for clearance, and in what direction to find taxiways or other locations to avoid runway incursions.

These signs, lights and replacement parts comply with all applicable federal, state, and local regulations, and are compatible with ADB Safegate systems and components, and will be used by the Miami-Dade Aviation Department (MDAD) for repair and maintenance of the existing ADB Safegate ground lighting systems. The contract is being awarded to Allen Enterprises, Inc., the sole provider of ADB Safegate parts for the Southeast United States. Ensuring that these products are maintained in accordance with specifications is crucial to protecting the County's investments and maintaining Federal Aviation Administration (FAA) certification. The lighting system must meet internationally agreed standards of the International Civil Aviation Organization (ICAO) and the FAA.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a non-competitive 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. L-10338, Airfield Guidance Signs and Lights*, to Allen Enterprises, Inc. for MDAD in the amount of \$7,300,000 for a five-year term. This contract will replace *Prequalification Pool No. RTQ-00922* approved by the Board via Resolution No. R-1232-18, on December 4, 2018, in the amount of \$7,264,769.

Background

The current pool was established for the purchase of signs and lights for ADB Safegate systems installed at County airports. Two vendors are prequalified as authorized representatives or approved distributors of the manufacturer. The recent distribution network review indicates that only one vendor, Allen Enterprises, Inc., is an authorized distributor for the State of Florida.

Market research conducted revealed that the parts for these airfield signs and lights are not interchangeable with parts from other manufacturers. Replacement of all the existing airfield guidance lights and signs is estimated to cost between \$7 and \$8 million. As such, to ensure that existing airfield guidance signs and lights continue to meet FAA specifications at all County airports, a designated purchase contract is necessary to purchase the required replacement parts from the authorized FAA distributor to maintain and repair these critical airfield safety systems. Additional sole source contracts for different government entities were also discovered with this specific vendor, reinforcing the need for a non-competitive purchase and a lack of available competition in the market. Therefore, competition is not practicable because the equipment they provide cannot be sold by no other vendors as they are the only ones authorized or certified to provide the systems and services required by the County. Accordingly, it is in the County's best interest to award this designated purchase pursuant to Section

2-8.1(b)(3) of the Miami-Dade County Code to allow MDAD to purchase replacement parts for airfield guidance signs and lights.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$7,300,000. The current pool is valued at \$7,991,246 for a five-year and six-month term and expires on June 30, 2024. The allocation under the current contract is lower than the replacement contract and is based on the department's projected operational needs.

Department	Allocation	Funding Source	Contract Manager
MDAD	\$7,300,000	Proprietary Revenue	Sylvia Novela
Total:	\$7,300,000		

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 execute the agreement and exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the recommended vendor is non-local due to the proprietary nature of the purchase, as well as being the sole-source distributor of the required airfield guidance signs and lights in the Southeastern United States including the State of Florida.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Allen Enterprises, Inc.	5659 Commerce Drive Suite 100 Orlando, FL	None	0	Perry Z. Sukanuma
			0%	

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

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's 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.

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.


Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: June 4, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(4)

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)(4)
6-4-24

RESOLUTION NO. R-502-24

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. L-10338 TO ALLEN ENTERPRISES, INC. FOR THE PURCHASE OF AIRFIELD GUIDANCE SIGNS AND LIGHTS IN A TOTAL AMOUNT NOT TO EXCEED \$7,300,000.00 FOR A FIVE-YEAR TERM FOR THE MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA 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. L-10338 as a non-competitive designated purchase, in substantially the form attached and made a part hereof, for the purchase of Airfield Guidance Signs and Lights to Allen Enterprises, Inc. in an amount not to exceed \$7,300,000.00 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 further authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise all provisions, 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 **Eileen Higgins**, 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	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	absent	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 4th day of June, 2024. 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.

MBV

Michael B. Valdes

Agreement No. L-10338
Airfield Guidance Signs and Lights

THIS AGREEMENT for the provision of Airfield Guidance Signs and Lights, made and entered into as of this _____ day of _____, 2024 (Contract Effective Date) by and between Allen Enterprises Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 5659 Commerce Drive, Suite 100, Orlando, FL 32839 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide ADB Safegate signs and lights, and replacement parts, for replacement, repair and maintenance of airfield guidance signs and lights at various Miami-Dade Aviation Department (MDAD), on a non-exclusive basis, that shall conform to the Appendix A - Scope of Services and all associated attachments, incorporated herein by reference, and the requirements of this Agreement; and

WHEREAS, the County desires to procure from the Contractor such airfield guidance signs and lights, and replacement parts 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 word "Agreement" or "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and (vi) Contractor's Proposal.
- b) The word "Airport" or acronym "MIA" to mean Miami International Airport.
- c) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- d) The word "Board" shall mean the Board of County Commissioners of Miami-Dade County.
- e) The word "Code" shall mean the Code of Miami-Dade County, Florida.
- f) The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- g) The words "Contract Effective Date" to mean the date on which this Agreement is effective as listed on the Recitals page.
- h) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- i) The word "Contractor" to mean Allen Enterprises Inc. (AEI) and its permitted successors.
- j) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- k) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.

- l) The word "Days" to mean calendar days.
- m) 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.
- n) 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.
- o) 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.
- p) The acronym "FAA" to mean the Federal Aviation Administration.
- q) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
- r) 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.
- s) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- t) The words "Other Emergency Services and Spare Parts" to mean any optional services and/or parts, as required and approved by MDAD, which are outside of the Scope of Services provided in Appendix A, Section 7.
- u) The words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- v) The words "Project Manager" or "County's Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- w) The words "Scope of Services" or "Statement of Work" or "Scope of Wok" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- x) The words "Service Level" to mean and refers to the specific level of performance Contractor is required to comply with and adhere to in providing the Services in conformity with the requirements and which meet or exceed the quantitative and qualitative Service Levels, if any, set forth in a Statement of Work.
- y) 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.
- z) The words "Third Party" to mean a person other than the parties such as airport tenants, stakeholders or airlines.
- aa) The word "Upgrade" to mean any improvement to the functionality of the baseline, up to and including new functionality, the composition of which are at the sole option of the Contractor for which the Contractor does not impose a separate charge. Once incorporated, such improvements shall constitute an update to the baseline.
- bb) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract. This includes the services, functions, responsibilities, activities, tasks, work product and projects to be performed and developed by Contractor as set forth in this Agreement and any Scope of Work.

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 Work, 3) Appendix B – Price Schedule, 4) any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

- 3.1. 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.
- 3.2. 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.
- 3.3. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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 Statement of Work and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All non-material 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 and the County shall provide the Contractor with all necessary escorts and/or badges to perform the Work and Services necessary for the completion of this Contract. All Work and Services 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 Statement of Work. 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 commence on the Contract Effective Date and shall continue through the last day of the 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"). Prior to the County extending the Contract beyond the initial one hundred-eighty (180) calendar day extension period, the County and Contractor will work together to mutually agree to any updated pricing and incorporate the revised Appendix B - Price Schedule via Contract Amendment that will govern the new financial terms.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Aviation Department
Attention: Sylvia Novela
Phone: (305) 876-7048
E-mail: SNovela@FlyMIA.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

Allen Enterprises Inc.
5659 Commerce Drive, Suite 100
Orlando, FL 32839-2969
Attention: Keith Meese
Phone: (407) 857-6778
E-mail: keith@airportlights.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services

to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with **Appendix B – Price Schedule**. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the initial twelve (12) month period of the Agreement; however, the Contractor may offer incentive discounts to the County at any time during the term of the Agreement, including any renewal or extension thereof. Prior to completion of each twelve (12) month period, the County may consider a justified price adjustment. This adjustment is to be requested by the Contractor at least ninety (90) days prior to the end of the current twelve (12) month period. Any adjustments to pricing shall be mutually agreed upon in writing by both parties. The County reserves the right to negotiate, accept, or reject any requested price adjustments. In any given twelve (12) month period, the price adjustment shall not exceed a three (3) percent price increase.

The Contractor agrees that the prices, as detailed in the Appendix B - Price Schedule, include:

- A. Contractor's overhead and profit;
- B. all salaries, labor, overtime, insurance, benefits, living allowances, telephone cost (land/cell), computers, and printers;
- C. cost of logistics, shipping, tools, and any expense (excluding travel costs and travel-related expenses) associated with unplanned/emergency on-site visits by the Contractor or third-party factory technicians to resolve issues;
- D. running test equipment;
- E. all software and systems support, and warranties
- F. all Subcontractor and vendor costs; and
- G. any other or additional cost associated with performing the Scope of Services.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County periodically, but not more than once per quarter in advance for recurring service fees, upon invoices certified by the Contractor pursuant to **Appendix B – Price Schedule**. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (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 and 2-8.1.1.2 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 LIMIT OF LIABILITY

A. The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its offices, employees, agents or instrumentalities may incur as a result of third-party 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.

B. Limit of Liability. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE CAUSE OF ACTION OR LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR OTHER TORT.

In the event that the Contractor fails to meet any of the requirements of this Contract, the County's exclusive remedy shall be to recover its actual direct damages up to but not exceeding the total price of this Contract, except for the following, in which the limit of liability WILL NOT apply:

- a) Any indemnification obligations of Contractor for third-party claims brought against the County by reasons attributable.
- b) Any breach by Contractor of its Confidentiality obligations.
- c) Any case of fraud, deliberate default, willful misconduct, gross negligence or unlawful acts by the Contractor.
- d) Any liabilities of Contractor that arise from a breach of its obligations to comply with laws.

ARTICLE 11. INSURANCE

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 \$1,000,000 per occurrence, and \$2,000,000 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$5,000,000 per claim.

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

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

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services 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 12. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for 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 Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. CONTRACTOR'S PERSONNEL

- a) All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County.
- b) The Contractor shall provide competent, knowledgeable, fully trained staff to perform work on this Agreement.
- c) Contractor's on-site employees and subcontractors whose full salary is paid under this Agreement, are not permitted to work on projects outside the Services as outlined in this Agreement, shall be dedicated solely to the fulfillment of the Contractor's obligations under this Agreement, and shall not engage in any type of activity to entities other than MDAD and the customers of the Department during said working hours under this Agreement.
- d) Contractor will abide by all Federal, State and Local regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964 as amended, and the Americans with Disabilities Act.
- e) The Contractor acknowledges and agrees that the Contractor, its Subcontractors, and all personnel are subject to all Federal, State, and Local laws.
- f) All Contractor personnel shall pass all required courses to secure a valid MDAD ID badge.
 - a. **Identification Badges 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.
- g) The Contractor's personnel shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenant, customers or other persons at MIA. The Contractor shall be responsible for ensuring that all articles found by its employees

on MDAD's premises are turned over to MDAD or MDAD's designated agent in charge of such articles.

- h) A valid Florida Driver's License (Commercial Drive License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around MIA. Each of the Contractor's motor vehicles brought onto the County's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle. The Contractor shall maintain all required AOA access and insurance to date for all employees and vehicles.
- i) While working on airport property, all Contractor's personnel shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- j) The Contractor agrees to replace any of its personnel or subcontractors if so directed by the County, should the County make a determination, in its sole discretion that said individual is not performing in a manner consistent with the requirements of such a position or if whose continued employment on County property is not in the best interest of the County. Contractor shall replace such personnel with employees satisfactory to the County.
- k) If a Contractor's employee's license or certification that has been issued by the Contractor, or other licensing body, which is required in order to perform his or her duties under this Agreement, is revoked, suspended, the employee shall be subject to immediate removal, and another employee with the required license or certification shall be tendered for MDAD approval.
- l) The Contractor shall require that any employee performing Work for the Contractor under this Agreement who is arrested on-duty or off-duty shall within a reasonable amount of time, not to exceed three (3) Days, notify the Contractor, who will immediately notify the Project Manager.
- m) Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers shall not represent, directly or indirectly, that any product or Service provided by the Contractor or such other parties, has been approved or endorsed by the County.
- n) In the event the Contractor needs to substitute personnel, 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 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work, Services, and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall 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 15. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager,

including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

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

ARTICLE 16. 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 17. 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 Statement of Work. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. AUDITS

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

Pursuant to Section 2-481 of the Code, 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 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor, 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 20. 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 21. 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 Services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the 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 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 23. SEVERABILITY

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

ARTICLE 24. TERMINATION 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 25) 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 24(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 quarterly 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 25. 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
- 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 26. 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 Services upon the Effective Termination Date.

ARTICLE 27. 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 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the 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 29. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or 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 30. 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 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or non-proprietary material, data, documentation and copies furnished by the Contractor to the County and/or first derived or created by the Contractor and paid for by the County 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's Statement of Work, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the

County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, except as stated above. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires over the Term of this Agreement, an 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 solely for this Agreement's Statement of Work 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, , to any Contractor-approved 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. Contractor's 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.

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ARTICLE 32. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

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

The Contractor confirms its commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

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

ARTICLE 33. 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 34. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

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

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

ARTICLE 35. NONDISCRIMINATION

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

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

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

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

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

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

person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

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

ARTICLE 38. 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 39. GOVERNING LAW

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

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

Not applicable.

ARTICLE 41. 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 42. LIENS

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

ARTICLE 43. 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 44. 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 45. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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

ARTICLE 46. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section [908.111](#), Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section [908.111](#), F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier**

Attestation Form and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) 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, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

ARTICLE 47. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- (a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- (b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,
- (c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Public Law 115-232](#), as that list may be amended from time.

Contractor's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

ARTICLE 48. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 49. MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP

The terms of this Contract are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018 pursuant to Board of County Commissioners' Resolution No. R-187-18. In carrying out its obligations under this Contract, the Contractor 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 Contractor'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 Contractor, 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, Contractor 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 Contractor 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 Contractor does not elect to terminate this Agreement 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.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at: <http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf>

ARTICLE 50. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Compliance with Nondiscrimination Requirements:

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

1. Compliance with Regulations: The Contractor (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 Agreement.
2. Non-discrimination: The Contractor, 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 contractor 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 Attachment B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor 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 Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor 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 a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor 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.

5. Sanctions for Noncompliance: In the event of a Contractor'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:
 - i. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor 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 Contractor 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 contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- i. 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);
 - ii. 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);
 - iii. 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);
 - iv. 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;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - vi. 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);
 - vii. 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, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
 - viii. 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;
 - ix. 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);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
 - xi. 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);

- xii. 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).
- 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 Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
 - 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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 51. FORCE MAJEURE

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

ARTICLE 52. WARRANTY

The Contractor shall provide the County warranty throughout the term of the Agreement and any extension exercised by the County, as further described below:

a) Software:

The Contractor warrants that each version of the Software will perform substantially as described in the applicable product documentation for a minimum of one (1) year from the date the County is first licensed for that version. If it does not and the County notifies the Contractor within the warranty term, then, the Contractor will (1) provide technical support of the Software based on the warranty claim, or (2) make any necessary Updates or patches to the Software at no additional cost to the County.

b) Optional Services for Other Emergency Services and Spare Parts:

- i. The Contractor shall warrant this referenced work against faulty labor for a minimum of 365 calendar days, and these referenced parts, products, equipment and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, parts, products, materials and/or equipment by MDAD. This warranty requirement shall remain in force for the full period identified above; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not constitute a waiver of these warranty provisions.

Warranty of such parts, products, materials and/or equipment supplied by the Contractor, but not proprietary of the Contractor, will have the standard warranty furnished by manufacturer identified on the name plate.

- ii. **Correcting Defects Covered Under Warranty** - The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within thirty (30) calendar days after MDAD notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the referenced defective work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Contractor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the MDAD within thirty (30) calendar days of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products or services from another vendor and charge the Contractor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.
- iii. **Correcting Repeat Failures Covered Under Warranty** - If any referenced warranty repair experiences a repeat failure within fifteen (15) calendar days following the repair due to faulty workmanship supplied by Contractor, it hereby understands and agrees that it will repair the failure and incur any and all costs associated with the repeat failure within two (2) business days after notification of the failure by MDAD.

ARTICLE 53. 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 the provisions of the Amended and Restated Trust Agreement (link below) dated as of the 15th day of December, 2002 as amended from time to time, by and between 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. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

The Amended and Restated Trust Agreement link:

<https://www.miami-airport.com/library/pdfdoc/Property/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf>

- b) **Adjustment of Terms and Conditions:** If, at any time during the term or any extension thereto, as applicable, of this Agreement, a 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Allen Enterprises Inc.

Miami-Dade County

By:

Name:

Title:

Date:

Attest:

Corporate Secretary/Notary Public

By:

Name:

Title:

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

APPENDIX A – SCOPE OF SERVICES

1. GENERAL OVERVIEW OF SERVICES

The Contractor, Allen Enterprises Inc., shall provide ADB Safegate replacement parts, for repair and maintenance of airfield guidance signs and lights at various airports, to Miami-Dade Aviation Department (MDAD).

The airfield guidance signs and lights are used to provide information to pilots in taxiing aircraft regarding where they are, when to stop and hold for clearance, and in what direction to find taxiways or other locations. Runway markings, signs and lighting are important in enabling airplanes to navigate the airport surface and avoid runway incursions. These markings and signs provide useful information to a pilot when landing, taking off or taxiing.

2. SCOPE OF WORK

It is the intent of this Contract to identify and make available to the County, airfield guidance signs, lights, and associated replacement parts.

Replacement parts may include, but shall not be limited to:

- L-858y, Destination and Boundary (Informational sign)
- L-/8/R Mandatory Sign L-858. Runway/Taxiway, location sign
- L-858B, Runway distance Remaining sign
- Lamps
- Fixture parts
- L-850C style 3 parts
- L-850A Style 3 parts
- L-862 Elevated runway edge fixture parts
- ADB Airfield solutions parts
- ADB Signature series signs and transformers

3. PARTS LIST

Below is a list of parts and estimated quantities for the term of the Contract, required by MDAD.

Item No.	Part Number	Description	Estimated Quantity	Unit of Measure
1	SR23-7143230	L858, SZ2, ST2/3, 3M, SF, LED, SW, T/LEG	55	Each
2	SR23-7243230	L858, LED, SZ2, 3M, DF, 4P, SW, 1T/L	48	Each
3	SR24-7143230	L858, LED, SZ2, 4M, SF, 4P, W/SW, 1T/L	1	Each
4	SR24-7153230	L858, LED, SZ2, 4M, SF, 5P, W/SW, 1T/L	7	Each
5	SR24-7243230	L858, LED, SZ2, 4M, SF, 4P, SE, 1T/L	1	Each
6	SR24-7253230	L858, LED, SZ2, 4M, SF, 5P, SE, 1T/L	1	Each
7	SR24-7263230	L858, LED, SZ2, 4M, SF, 6P, SE, 1T/L	2	Each
8	SR31-7123220	L858, SZ3, ST2/3, 1M, SF, LED, SW, T/LEG	12	Each
9	SR31-7223220	L858, SZ3, ST2/3, 1M, DBL-F, 2P, LED, SW, 2-TETH	5	Each
10	SR32-7123120	L858, SZ3, ST2/3, 2M, SF, LED, 2-TETH	1	Each
11	SR32-7123230	L858, SZ3, ST2/3, 2M, SF, LED, SW, T/LEG	93	Each
12	SR32-7223230	L858, SZ3, ST2, 3, 5, 2M, DF, LED, SW, TETH PER LEG	18	Each

Item No.	Part Number	Description	Estimated Quantity	Unit of Measure
13	SR32-7233230	L858, SZ3, ST5, 2M, 3P, DF, LED, SW, TETH PER LEG	19	Each
14	SR33-7143230	L858, SZ3, ST2/3&5, 3M, SF, LED, SW, T/LEG	78	Each
15	SR33-7243230	L858, SZ3, ST2/3&5, 3M, DF, LED, SW, T/LEG	56	Each
16	SR33-7253230	L858, SZJ, ST2/3, 3M, DF, 5P, LED, SW, T/LEG	2	Each
17	SR34-7143230	L858,SZ3,ST2/3/5,4M,SF,LED,SW,T/LEG	4	Each
18	SR34-7153230	L858, SZ3, ST2/3/5, 4M, SF, LED, SW, T/LEG	4	Each
19	SR34-7243230	L858, SZ3, ST2/3/5, 4M, DF, 4P, LED, SW, T/LEG	3	Each
20	SR34-7253230	L858, SZ3, ST2/3/5, 4M, DF, LED, SW, T/LEG	8	Each
21	SR34-7263230	L858, SZ3, ST2/3/5, 4M, DF, LED, SW, T/LEG	53	Each
22	SR41-7223230	L858, LED, SZ4, DF, 2P, W/SW, 1T/LEG	9	Each
23	SS32-7233230	L858, SZ3, ST5, 2M, 3P, DF, LED, SW, TETH PER LEG HIGH WIND	1	Each
24	SS33-7243230	L858, H, SZ3, 3MOD, ST2&3, DF, 4P, LED, WITH ON/OFF, 1-TETH PER LEG HIGH WIND	1	Each
25	105A0454/2	FIBER TRNSVR ETHER 10BT/10BL MM	2	Each
26	105A0454/5	FIBER TRANSCEIVER MM 1300NM ST 100/100	12	Each
27	105A1052	ADDERLINK A-USB PRO LONGVIEW	1	Each
28	105A1110/16G	COMPACT FLASH CARD 16GIG	1	Each
29	2990.40.827	48W 6.6A SIG. SERIES LAMP W/ FEMALE LEADS	950	Each
30	2990.40.900	105W 6.6A FRANGE LAMP W/ FEMALE LEADS	200	Each
31	38A0184	IC TIME MEMORY BUTTON 4KBIT TIME IN A CAN ADVISE TECH SERVICE ACE/REGULATOR INFO TO BE LOADED	28	Each
32	44A6084/3110	SIGN PANEL SZ3 1MOD SIG. SER. LEGEND HEIGHT 18" PANEL SIZE 32.30" X 41.87"	17	Each
33	44A6084/3210	SIGN PANEL SZ3 2-MOD SIG SER LEGEND HEIGHT 18" PANEL SIZE 32.3" X 84.15"	23	Each
34	44A6115/QCW10	INDUSTRIAL CPU QUAD CORE WINDOWS 10	1	Each
35	44A6698/1/2	L852 LED PCB, 550MA. 1-2 LED, W/O MON W/TX ATTACHED	50	Each
36	44A7292/00/1	L-850A, L852, LED PCB, PS, 1-CH, 1-CORDSET	180	Each
37	44A7292/00/2	L-850A, L852, LED PCB, PS, 2-CH, 1-CORDSET	260	Each
38	44A7777/3111	SIGN PANEL SZ3, 1MOD SIG SER LEGEND HEIGHT 18", PANEL SIZE 32.30" X 41.87", HIGH WIND 44A6084/3111	2	Each
39	44A7777/3211	SIGN PANEL SZ3, 2-MOD HIGH WIND LEGEND HEIGHT 18", PANEL SIZE 32.3" X 84.15" 44A6084/3211	4	Each
40	44A7777/4111	SIGN PANEL SZ4, 1MOD SIG SER LEGEND HEIGHT 40", PANEL SIZE 48.75" X 47.37", HIGH WIND 44A6084/4110	11	Each
41	44A7787/17	17" TOUCHSCREEN, W/ARISTA ESG, COMPUTER REPLACEMENT ASSEMBLY	1	Each
42	44A7797	WIN 10 ADVANTECH ESG REPLACEMENT ASSY	1	Each
43	48A0401/GRN-LS	ITCF WIDE BM LED LIGHT ENGINE, 48A0401/GRN	200	Each
44	48A0443/GRN/300MA	ITCF WIDE BEAM LED LT ENG GREEN, 300mA	100	Each
45	48A0444/GRN/280MA	ITCF, LED, GREEN, NARROW BEAM	385	Each

Item No.	Part Number	Description	Estimated Quantity	Unit of Measure
46	61A0458	IRGL PROGRAMMING REMOTE DEVICE	2	Each
47	73A0109/8	8' EXTENSION CORD, STYLE 1 & 8	150	Each
48	77C0061/1	WINDSOCK 18" X 8' FAA NYLON	20	Each
49	77C0062/1	WINDSOCK 36" X 12' FAA NYLON	10	Each
50	94A0628/210	L858, LED, SZ2, 1 MODULE, RETROFIT KIT LIGHT BARS	17	Each
51	94A0628/220	L858, LED, SZ2, 2 MODULE, RETROFIT KIT LIGHT BARS	13	Each
52	94A0628/230	L858, LED, SZ2, 3 MODULE, RETROFIT KIT LIGHT BARS	19	Each
53	94A0628/240	L858, LED, SZ2, 4 MODULE, RETROFIT KIT LIGHT BARS	12	Each
54	94A0628/410	L858, LED, SZ4, 1M, RETROFIT KIT, LIGHT BARS	12	Each
55	BPADHESIVE PAD	ADHESIVE PAD FOR SURFACE MOUNTED MARKER	100	Each
56	BPBSL-101-BLUE	BLUE SOLAR POWERED LED TAXIWAY MARKERS, SURFACE MOUNT	100	Each
57	EMIS2RG01S00000	L861 EMIS LED 14" R/G 60HZ 1.5 CPLG	30	Each
58	EMIS2WW01S00000	L861 EMIS LED 14" W/W 60HZ 1.5 CPLG	40	Each
59	EMIS2WY01S00001	L861 EMIS LED 14" W/Y 60HZ 1.5 CPLG	60	Each
60	ERES2GN11SF0002	L-862 LED G/N, NO MON, 14 OAH	3	Each
61	ERES2NG21SF0002	L-862 LED N/G, NO MON, 14 OAH	3	Each
62	ERES2YG31SF0002	L-862 LED YEL TOED /GRN TOED, NO MON, 14 OAH	3	Each
63	ETES/1110	L-861T(L) LED W/ BLUE GLASS LENS, 1 1/2" CPLG	360	Each
64	IRGL/21121	L-852G(L) LED RGL 2 WINDOW AUTONOMOUS, INTIAL FLASH ON SMALL PAN	150	Each
65	IRGL/31121	L-852G(L) LED RGL 2 WINDOW AUTONOMOUS, INTIAL FLASH OFF SMALL PAN	150	Each
66	OCEC	CEC LOCKWASHER PAIR, ACC0375, STANDARD PACKAGE IS 200-PAIRS PER BOX	2000	Each

4. PARTS LEAD-TIME

The lead-time for delivery of parts can vary widely from 4 to 20 weeks depending on the item ordered. However, the Contractor's average lead-time shall be 10 to 12 weeks from the date of purchase order.

APPENDIX B – PRICE SCHEDULE**1. Parts Pricing**

Item No.	Part Number	Description	Estimated Quantity	Unit of Measure	Unit Price (USD)
1	SR23-7143230	L858, SZ2, ST2/3, 3M, SF, LED, SW, T/LEG	55	Each	\$3985.50
2	SR23-7243230	L858, LED, SZ2, 3M, DF, 4P, SW, 1T/L	48	Each	\$4551.62
3	SR24-7143230	L858, LED, SZ2, 4M, SF, 4P, W/SW, 1T/L	1	Each	\$4695.02
4	SR24-7153230	L858, LED, SZ2, 4M, SF, 5P, W/SW, 1T/L	7	Each	\$4340.57
5	SR24-7243230	L858, LED, SZ2, 4M, SF, 4P, SE, 1T/L	1	Each	\$5052.49
6	SR24-7253230	L858, LED, SZ2, 4M, SF, 5P, SE, 1T/L	1	Each	\$5143.89
7	SR24-7263230	L858, LED, SZ2, 4M, SF, 6P, SE, 1T/L	2	Each	\$5118.87
8	SR31-7123220	L858, SZ3, ST2/3, 1M, SF, LED, SW, T/LEG	12	Each	\$2149.92
9	SR31-7223220	L858, SZ3, ST2/3, 1M, DBL-F, 2P, LED, SW, 2-TETH	5	Each	\$2340.38
10	SR32-7123120	L858, SZ3, ST2/3, 2M, SF, LED, 2-TETH	1	Each	\$2982.27
11	SR32-7123230	L858,SZ3,ST2/3,2M, SF,LED,SW,T/LEG	93	Each	\$2982.04
12	SR32-7223230	L858, SZ3, ST2, 3, 5, 2M, DF, LED, SW, TETH PER LEG	18	Each	\$3541.86
13	SR32-7233230	L858, SZ3, ST5, 2M, 3P, DF, LED, SW, TETH PER LEG	19	Each	\$3572.76
14	SR33-7143230	L858, SZ3, ST2/3&5, 3M, SF, LED, SW, T/LEG	78	Each	\$4420.85
15	SR33-7243230	L858, SZ3, ST2/3&5, 3M, DF, LED, SW, T/LEG	56	Each	\$5049.35
16	SR33-7253230	L858, SZJ, ST2/3, 3M, DF, 5P, LED, SW, T/LEG	2	Each	\$4858.58
17	SR34-7143230	L858,SZ3,ST2/3/5,4M,SF,LED,SW,T/LEG	4	Each	\$5370.04
18	SR34-7153230	L858, SZ3, ST2/3/5, 4M, SF, LED, SW, T/LEG	4	Each	\$5397.17
19	SR34-7243230	L858, SZ3, ST2/3/5, 4M, DF, 4P, LED, SW, T/LEG	3	Each	\$6143.33
20	SR34-7253230	L858, SZ3, ST2/3/5, 4M, DF, LED, SW, T/LEG	8	Each	\$6179.47
21	SR34-7263230	L858, SZ3, ST2/3/5, 4M, DF, LED, SW, T/LEG	53	Each	\$6203.89
22	SR41-7223230	L858, LED, SZ4, DF, 2P, W/SW, 1T/LEG	9	Each	\$3407.19
23	SS32-7233230	L858, SZ3, ST5, 2M, 3P, DF, LED, SW, TETH PER LEG HIGH WIND	1	Each	\$3892.37
24	SS33-7243230	L858, H, SZ3, 3MOD, ST2&3, DF, 4P, LED, WITH ON/OFF, 1-TETH PER LEG HIGH WIND	1	Each	\$5725.04
25	105A0454/2	FIBER TRNSVR ETHER 10BT/10BL MM	2	Each	\$549.06
26	105A0454/5	FIBER TRANSCEIVER MM 1300NM ST 100/100	12	Each	\$999.35
27	105A1052	ADDERLINK A-USB PRO LONGVIEW	1	Each	\$3464.33
28	105A1110/16G	COMPACT FLASH CARD 16GIG	1	Each	\$568.84
29	2990.40.827	48W 6.6A SIG. SERIES LAMP W/ FEMALE LEADS	950	Each	\$19.57
30	2990.40.900	105W 6.6A FRANGE LAMP W/ FEMALE LEADS	200	Each	\$32.86
31	38A0184	IC TIME MEMORY BUTTON 4KBIT TIME IN A CAN ADVISE TECH SERVICE ACE/REGULATOR INFO TO BE LOADED	28	Each	\$250.80
32	44A6084/3110	SIGN PANEL SZ3 1MOD SIG. SER. LEGEND HEIGHT 18" PANEL SIZE 32.30" X 41.87"	17	Each	\$634.14
33	44A6084/3210	SIGN PANEL SZ3 2-MOD SIG SER LEGEND HEIGHT 18" PANEL SIZE 32.3" X 84.15"	23	Each	\$1047.51
34	44A6115/QCW10	INDUSTRIAL CPU QUAD CORE WINDOWS 10	1	Each	\$12,942.00
35	44A6698/1/2	L852 LED PCB, 550MA. 1-2 LED, W/O MON	50	Each	\$293.33

Item No.	Part Number	Description	Estimated Quantity	Unit of Measure	Unit Price (USD)
		W/TX ATTACHED			
36	44A7292/00/1	L-850A, L852, LED PCB, PS, 1-CH, 1-CORDSET	180	Each	\$486.41
37	44A7292/00/2	L-850A, L852, LED PCB, PS, 2-CH, 1-CORDSET	260	Each	\$410.80
38	44A7777/3111	SIGN PANEL SZ3, 1MOD SIG SER LEGEND HEIGHT 18", PANEL SIZE 32.30" X 41.87", HIGH WIND 44A6084/3111	2	Each	\$853.55
39	44A7777/3211	SIGN PANEL SZ3, 2-MOD HIGH WIND LEGEND HEIGHT 18", PANEL SIZE 32.3" X 84.15" 44A6084/3211	4	Each	\$1,423.07
40	44A7777/4111	SIGN PANEL SZ4, 1MOD SIG SER LEGEND HEIGHT 40", PANEL SIZE 48.75" X 47.37", HIGH WIND 44A6084/4110	11	Each	\$1,058.36
41	44A7787/17	17" TOUCHSCREEN, W/ARISTA ESG, COMPUTER REPLACEMENT ASSEMBLY	1	Each	\$8,529.56
42	44A7797	WIN 10 ADVANTECH ESG REPLACEMENT ASSY	1	Each	\$10,607.90
43	48A0401/GRN-LS	ITCF WIDE BM LED LIGHT ENGINE, 48A0401/GRN	200	Each	\$131.59
44	48A0443/GRN/300MA	ITCF WIDE BEAM LED LT ENG GREEN, 300mA	100	Each	\$153.63
45	48A0444/GRN/280MA	ITCF, LED, GREEN, NARROW BEAM	385	Each	\$119.75
46	61A0458	IRGL PROGRAMMING REMOTE DEVICE	2	Each	\$66.52
47	73A0109/8	8' EXTENSION CORD, STYLE 1 & 8	150	Each	\$79.08
48	77C0061/1	WINDSOCK 18" X 8' FAA NYLON	20	Each	\$169.60
49	77C0062/1	WINDSOCK 36" X 12' FAA NYLON	10	Each	\$262.34
50	94A0628/210	L858, LED, SZ2, 1 MODULE, RETROFIT KIT LIGHT BARS	17	Each	\$795.07
51	94A0628/220	L858, LED, SZ2, 2 MODULE, RETROFIT KIT LIGHT BARS	13	Each	\$913.53
52	94A0628/230	L858, LED, SZ2, 3 MODULE, RETROFIT KIT LIGHT BARS	19	Each	\$1026.57
53	94A0628/240	L858, LED, SZ2, 4 MODULE, RETROFIT KIT LIGHT BARS	12	Each	\$1159.05
54	94A0628/410	L858, LED, SZ4, 1M, RETROFIT KIT, LIGHT BARS	12	Each	\$1026.12
55	BPADHESIVE PAD	ADHESIVE PAD FOR SURFACE MOUNTED MARKER	100	Each	\$7.55
56	BPBSL-101-BLUE	BLUE SOLAR POWERED LED TAXIWAY MARKERS, SURFACE MOUNT	100	Each	\$77.84
57	EMIS2RG01S00000	L861 EMIS LED 14" R/G 60HZ 1.5 CPLG	30	Each	\$405.63
58	EMIS2WW01S00000	L861 EMIS LED 14" W/W 60HZ 1.5 CPLG	40	Each	\$356.06
59	EMIS2WY01S00001	L861 EMIS LED 14" W/Y 60HZ 1.5 CPLG	60	Each	\$356.60
60	ERES2GN11SF0002	L-862 LED G/N, NO MON, 14 OAH	3	Each	\$1029.84
61	ERES2NG21SF0002	L-862 LED N/G, NO MON, 14 OAH	3	Each	\$963.38
62	ERES2YG31SF0002	L-862 LED YEL TOED /GRN TOED, NO MON, 14 OAH	3	Each	\$841.39
63	ETES/1110	L-861T(L) LED W/ BLUE GLASS LENS, 1 1/2" CPLG	360	Each	\$222.48
64	IRGL/21121	L-852G(L) LED RGL 2 WINDOW AUTONOMOUS, INTIAL FLASH ON SMALL PAN	150	Each	\$1265.39
65	IRGL/31121	L-852G(L) LED RGL 2 WINDOW AUTONOMOUS, INTIAL FLASH OFF SMALL PAN	150	Each	\$1265.39
66	OCEC	CEC LOCKWASHER PAIR, ACC0375, STANDARD PACKAGE IS 200-PAIRS PER BOX	2000	Each	\$3.40



Exhibit A
COMMON CARRIER OR CONTRACTED CARRIER
ATTESTATION FORM

The Common Carrier or Contracted Carrier Attestation Form (Form) is required by Section 908.111, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of a Common Carrier or Contracted Carrier (both referenced as "Carrier") and submitted to the Governmental Entity with which a Contract is being executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in Section 908.111, F.S. The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County.

Allen Enterprises, Inc is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: *Terry Suganuma*

Title of Contractor's Authorized Representative: *President*

Signature of Contractor's Authorized Representative: *[Handwritten Signature]*

Date: *2/26/24*