

Date: October 1, 2024

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

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(P)(16)

Resolution No. R-881-24

Subject: Recommendation to Waive Competitive Bidding Procedures and Approve Award of a Non-Competitive Contract for SMART Urban Freight Platform and Related Services

Summary

This item is for the purchase of Urban Freight Platform (Platform) and related services for the Department of Transportation and Public Works (DTPW), to advance urban mobility through a transformative initiative funded by the Strengthening Mobility Revolutionizing Transportation (SMART) Grant Program. The primary goal of this contract is to purchase data integration and visualization services that are critical for the success of this initiative. The contract will allow the County to use Platform software as-a-service to aggregate and visualize mobility, delivery, and curb data to enable the County to monitor and analyze it in real time and enact data-driven policies and enforce non-compliance with the policies. Additionally, it will integrate sensor technologies into the urban infrastructure to address bike lane safety, optimize delivery operations, foster clean micro-delivery, and manage cargo bike parking. By aggregating the data in one centralized platform from various types of advanced sensors such as pole-cameras, dynamic cameras, and GPS tracking devices, the recommended vendor will provide key insights to the County to better understand and mitigate potential hazards for cyclists while simultaneously improving the efficiency and safety of delivery services. This approach ensures a holistic enhancement of the urban landscape, creating a safer and more efficient environment for diverse transportation modes and delivery logistics.

Recommendation

It is recommended that the Board of County Commissioners (Board) waive competitive bidding procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b)(1) of the Code of Miami-Dade County (Code), by a two-thirds vote of the Board members present, and approve award of a non-competitive contract, *Contract No. BW-10450, SMART Urban Freight Platform and Related Services*, to Blue Systems USA, Inc. (Blue Systems) in the amount of \$494,000 for a 14-month term for DTPW. There is no current contract in place for these services.

Background

The SMART Grant Program, which allocates a total of \$1,985,000 divided amongst eight critical contracts, is designed to collectively deploy advanced technologies across downtown Miami and parts of Overtown, including small electric vehicles for last-mile deliveries, computer vision technologies for curbside monitoring, and the Open Mobility Foundation's Curb Data Specification (CDS) over an 18-month period. This contract is one of eight and provides for the purchase of urban freight platform and related services.

Approval of a bid waiver in lieu of a competitive process is requested because Blue Systems offers specialized services that are essential for integrating and visualizing complex transportation data. Blue Systems offer comprehensive data integration an experience with large transportation agencies. The company holds ISO 27001 certification offering the highest level of data protection, ensuring safety and integrity of County data. Blue Systems' proprietary technology and proven capability in handling diverse mobility and curb data uniquely qualifies them to meet the project specific requirements. It is in the best interest of the County to approve this bid waiver contract, as it ensures timely access to advanced technology and expertise that are critical for achieving the goals of the SMART Grant initiative.

Market research conducted by staff revealed that concepts of digital curbside management, smart loading zones, and zero-emission micro-freight loading zones are still emerging in the United States, with limited deployments and a developing market. Given the complexity of these concepts, the availability of vendors who possess the necessary expertise is notably limited. Blue Systems' specialized experience in collecting, ingesting, and curating raw data generated by advanced sensors and software is needed to ensure the success of this pioneering initiative.

Accordingly, it is in the County's best interest to award this bid waiver contract pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b)(1) of the Code to purchase urban freight platform and related services.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the 14-month term is \$494,000.

Department	Allocation	Funding Source	Contract Manager
DTPW	\$494,000	Federal Funds	Alonzo Joseph
Total	\$494,000		

Track Record/Monitor

Vanessa Stroman of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or 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 lack of local firms specialized in the services being procured.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Blue Systems USA, Inc.	4136 Del Ray Avenue Marina Del Ray, CA	None	0 0%	Fabrice Bouteau

*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.

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page 3

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 Operating Officer

Memorandum



Date: August 30, 2024

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

From: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

Subject: Request to Process Late Departmental Agenda Item

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami
Dade County, ou=Chief
Procurement Officer,
email=uppaln@miamidade.gov
, c=US
Date: 2024.08.22 00:09:43
-04'00'

I am requesting that the resolution approving award of *Contract No. BW-10450, SMART Urban Freight Platform and Related Services*, to Blue Systems USA, Inc. (Blue Systems) in the amount of \$494,000 for the Department of Transportation and Public Works (DTPW), be processed for agenda placement in the September Committee cycle.

Blue Systems will provide SMART Urban Freight Platform and related specialized services essential for the execution and completion of the USDOT FY22 Strengthening Mobility Revolutionizing Transportation (SMART) Grant project. The SMART grant, which started on September 15, 2023 and will expire on March 15, 2025, is contingent upon an inter-organizational effort submitted to USDOT as part of the application process which will fund work conducted by a public-private collaboration led by the County and comprised by multiple partners. This contract is part of eight critical contracts designed to collectively deploy advanced technologies over an 18-month period. The placement of this agenda item was delayed pending USDOT authorization to proceed with a noncompetitive procurement in accordance with 2 CFR 200.320(c)(4). After evaluating DTPW's request for noncompetitive procurement approval, USDOT determined that a noncompetitive ("sole source") procurement is reasonable within the SMART guidance, and necessary for the project. A written authorization was received on August 20, 2024. Therefore, DTPW is requesting to expedite the placement of this agenda item to accelerate the project implementation. Further delays might imply or lead to non-compliance with grant agreement provisions, and general terms and conditions which imposes obligations on the Recipient, such as timely reporting (quarterly progress and financial reports), project deployment, and project deliverables. Recipient's non-compliance with the general terms and conditions may result in remedial action and/or termination of the SMART Grant.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.



Approved by Mayor or Mayor's Designee

Jimmy Morales, Chief Operating Officer

Print Name



Approved by Legislative Director or Designee

Nicole Tallman

Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

MDC004



MEMORANDUM

(Revised)

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

DATE: October 1, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(16)

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 ☐ majority plus one ☐ 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) ☐ 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)(16)
10-1-24

RESOLUTION NO. _____ R-881-24

RESOLUTION WAIVING COMPETITIVE BIDDING PROCEDURES AND AUTHORIZING A NON-COMPETITIVE CONTRACT PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B)(1) OF THE CODE OF MIAMI-DADE COUNTY BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT FOR CONTRACT BW-10450 FOR SMART URBAN FREIGHT PLATFORM AND RELATED SERVICES WITH BLUE SYSTEMS USA, INC. IN AN AMOUNT NOT TO EXCEED \$494,000.00 FOR A 14-MONTH TERM FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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

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

Section 1. This Board finds that it is in the best interest of Miami-Dade County to waive competitive bidding procedures and authorize a non-competitive contract pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b)(1) of the Code of Miami-Dade County by a two-thirds vote of the Board members present for Contract No. BW-10450 for Smart Urban Freight Platform and Related Services with Blue Systems USA, Inc. in substantially the form attached and made a part hereof, in an amount not to exceed \$494,000.00 for a 14-month term for the Department of Transportation and Public Works.

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

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** 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	aye	Sen. René García	aye
Roberto J. Gonzalez	absent	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of October, 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.

Bruce Libhaber

Smart Urban Freight Platform and Related Services
Contract No. BW-10450

THIS AGREEMENT for the provision of the Smart Urban Freight Platform and related Services, made and entered into as of this _____ day of _____ by and between Blue Systems USA, Inc., a corporation organized and existing under the laws of the State of New York, having its principal office at 4136 Del Rey Avenue, # 617, Marina del Rey, CA 90292 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement for the provision of the Smart Urban Freight Platform and related Services from the Contractor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor desires to provide to the County such Platform and the Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The 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.
- c) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- d) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean Blue Systems USA, Inc. and its permitted successors.
- f) The word "Days" to mean calendar days.
- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- h) The words "Developed Works" to mean all inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County. Blue Systems Smart Urban Freight Platform is not Developed Works under this Agreement.
- i) 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.
- j) The words "Licensed Software" to mean Blue Systems' Smart Urban Freight Platform or the "Platform" provided pursuant to this Agreement.
- k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- m) The words "Service" or "Services" to mean the provision of Professional Services as well as the Platform in accordance with the Scope of Services.
- n) The words "Smart Urban Freight Platform or the Platform" means software-as-a-service cloud-based data platform which aggregates and visualizes mobility, delivery and curb data to enable the County to monitor and analyze it in real time and historically, enact data-driven policies and enforce non-compliance with the policies as described in Appendix A.
- o) 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.
- p) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 49, 2) Appendix A, and 3) Appendix B.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

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

County in all aspects of the Work performed hereunder.

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the 14th month, thereafter. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Attention: Jarice Rodriguez
Phone: 305-632-7914
E-mail: jarice.rodriguez@miamidade.gov

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

Blue Systems USA, Inc.
Attention: Irina Slavina

4136 Del Rey Ave, # 617
Marina del Rey, CA 90292
Phone: (224) 558-6329
E-mail: legal@bluesystems.ai

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B. 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 term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

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

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:

Miami-Dade County, Finance Department
111 NW 1st Street
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Enter Department using the services

Attention: _____

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,00 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 \$1,000,000 per claim.
5. Cyber Liability Insurance to include data breach and third-party liability, in an amount not less than \$1,000,000 per claim.

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

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

OR

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

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

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

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

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

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

ARTICLE 11. MANNER OF PERFORMANCE

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

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

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

Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

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

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor;

and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

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

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual,

corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

- vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below; or
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

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

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder.

Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any such claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

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

ARTICLE 29. PROPRIETARY INFORMATION

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

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

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has

developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights. Notwithstanding anything to the contrary contained herein, the Contractor and its licensors retain any and all intellectual property rights in the Smart Urban Freight Platform, commonly known from time to time as Blue Systems Platform, Smart Mobility Platform, Blue Systems Mobility Manager or Blue Systems Parking / Curb Manager, as currently existing and as amended and modified in the future pursuant to an existing product development roadmap ("Background IP").
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, for the duration of the Term of this Agreement, irrevocable right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County, in accordance with the terms of the license as specified in Appendix A Scope of Work.

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

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

▪ **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

b) **Conflict of Interest and Code of Ethics**

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

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to [Miami-Dade County Administrative Order No. 3-20, Independent Private Sector Inspector General \(IPSIG\) Services](#), 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. In accordance with federal requirements and Section 2-1076 (6)(m) of the Code, the cost of random audits shall not apply to this Contract.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance

proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. COMPLIANCE WITH FEDERAL PROVISIONS

The following provisions apply for the purchase of goods, services, construction or repairs to be provided as a result of any award under this Solicitation, and funded, in whole or in part, by Federal assistance in the form of grant, subgrant, loan or reimbursement either directly to the County as a recipient or as a subrecipient of funding provided from the Federal government to an agency of the State of Florida or to another pass-through agency..

A. EQUAL EMPLOYMENT OPPORTUNITY

- i. **Applicability.** The regulations in this part apply to all agencies of the Government administering programs involving Federal financial assistance which may include a construction contract, and to all contractors and subcontractors performing under construction contracts which are related to any such programs.
- ii. **Required Language.** [41 C.F.R. Part 60-1.4\(b\)](#) requires the insertion of the following contract clause.
During the performance of this contract, the Contractor agrees as follows:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (5) The Contractor will comply with all provisions of [Executive Order 11246 of September 24, 1965](#), and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) above and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Applicability: This requirement applies to all partially or fully federally funded grant and cooperative agreement programs for Contracts exceeding \$25,000)

- (1) Contractors who apply or bid for, or have received an award exceeding \$25,000, shall file the attached **Appendix E – Suspension and Debarment Certification Form**.
- (2) Contract is a covered transaction for purposes of [2 CFR Part 180](#) and [2 CFR Part 3000](#). As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (3) Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) Certification is a material representation of fact relied upon by Miami-Dade County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) The Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this agreement is valid. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (Applicability: Funding agreement)

If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

This requirement applies to "funding agreements," but it **DOES NOT apply to the FEMA Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA awards under these programs do not meet the definition of "funding agreement."

D. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS (Applicability: All partially or fully federally funded contracts greater than \$100,000).

Contractors who apply or bid for, or have received an award exceeding \$100,000, shall file the attached **Appendix D – Byrd Anti-Lobbying Certification and Disclosure Statements**. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by [31 USC §1352](#). Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the Federal Awarding Agency.

If applicable, Contractors must sign and submit to the non-federal entity the following certification.

APPENDIX D, [44 CFR Part 18](#) – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-LLL, “Disclosure Form to Report Lobbying”** in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Refer to **Appendix D - Byrd Anti-Lobbying Certification and Disclosure Statement**

E. DAVIS-BACON ACT, AS AMENDED ([40 U.S.C. § 3141-3148](#)) and COPELAND “ANTI-KICKBACK” ACT ([18 U.S.C. §874](#) and 40 U.S.C. 3145).

The Copeland Anti-Kickback Act applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies and provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal Awarding Agency. The Davis-Bacon Act applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

Accordingly, if applicable to this Contract,

- (1) All prime construction contracts exceeding \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the Work wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to [29 CFR Part 3](#)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. The County will attach a copy of the current prevailing wage determination issued by the Department of Labor to this solicitation.

Effective October 23, 2023, the U.S. Department of Labor implemented the Wage and Hour Division’s (WHD) original methodology for determining prevailing wages, known as the “three-step process” that was in effect prior to 1983. According to said process, in the absence of a wage rate paid to a majority of workers in a particular classification, a wage rate will be considered prevailing if it is paid to at least 30% of such workers. Only if no wage rate is paid to least 30% of workers in a classification will a weighted average rate be used.

Other wage determination improvements noted in the Davis-Bacon amendments of October 2023 are noted below:

- (a) Frequently Conformed Rates – permits the Department. of Labor to list on wage determinations a new category of supplemental wage and fringe benefit rates for classifications for which the Department’s WHD received insufficient data through its wage survey process and for which conformance requests are regularly submitted.
- (b) Periodic Adjustments to Wage Determinations – permits WHD to periodically adjust certain non-collectively bargained prevailing wage and fringe benefit rates between Davis-Bacon wage surveys so that these rates do not become out-of-date and fall behind prevailing rates in the area. Such rates may be adjusted based on U.S. Bureau of Labor Statistics Employment Cost Index (ECI) data no more frequently than once every three (3) years, and no sooner than three (3) years after the date of the rate’s publication.
- (c) Use of State or Local Agency Prevailing Wage Rates - allows WHD to adopt prevailing wage rates set by state or local officials, even if the state or locality’s methods or criteria for determining the prevailing wage are not precisely the same as WHD’s. provided that specified criteria are met.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a Contract or Subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal Awarding Agency.

- (a) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).
- (b) Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer’s payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
- (c) Duration of Applicability of Wage Determination to Contract or Project applies for the life of the contract, with three limited exceptions: where there is new out-of-scope construction, where there is an additional time period not previously obligated, or where the contract is an indefinite-delivery-indefinite quantity (IDIQ) or similar long-term contract.
 - i. New out-of-scope construction: The final rule codifies the Department’s longstanding position that the most recent revision of any applicable wage determination(s) must be incorporate when a contract is modified to include substantial additional construction not within the scope of work of the original contract.
 - ii. Additional time period not obligated: the final rule codifies WHD’s longstanding position that the most recent revision of any applicable wage determination(s) must be incorporated when a contract is changed to require the contractor to perform work for an additional time period not originally obligated, such as when an option is exercised.
 - iii. IDIQ and similar long-term contracts: The final rule requires contracting agencies to update wage determinations annually for IDIQ and similar long-term contracts that require construction work over a period of time that is not tied to the completion of any particular project.
- (d) Multiple Types of Construction means when a project involves work in more than one type of construction (e.g., building, heavy, highway, residential), the contracting agency must incorporate the applicable wage determination for each type of construction involved that is anticipated to include a substantial amount of construction.
- (e) Project Wage Determinations:
 - i. Multi-County Projects – authorizes contracting agencies to request a project wage determination where the project involves work in more than one county and will employ workers who may work in more than one county.
- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
- (3) The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all these Contract clauses.
- (4) A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12. The debarment provisions set forth a three-year period for all debarments.
- (5) The Copeland “Anti-Kickback Act” provides for the following standards: Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29

CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by Loans or Grants from the United States").

Compliance with the Copeland "Anti-Kickback" Act.

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all of these Contract clauses.
- c. **Breach.** A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12."

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, [40 USC §3702](#) AND [40 USC §3704](#)

- (1) **Applicability.** This requirement applies to all contracts awarded by the County in excess of \$100,000 under federal grants or cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The amended Davis-Bacon Act (effective October 23, 2023) articulates circumstances under which transportation (e.g., of materials) by employees of contractors or subcontractors is covered, namely:

1. Transportation entirely within the site of the work (i.e., from one location on the worksite to another).
 2. Transportation of a "significant portion" of a public work between a secondary construction site and a primary construction site.
 3. Transportation between an adjacent or virtually adjacent dedicated support site (e.g., project-dedicated batch plants or borrow pits located next to the worksite) and the primary or secondary worksite; and
 4. Onsite activities essential or incidental to offsite transportation (e.g., pickup, dropoff, loading and waiting time) where such time is not de minimis. The total amount of time a driver spends on the site of the work during a typical day or workweek – not just the amount of time that each individual delivery or removal takes – is relevant to a determination of whether the driver's onsite time is de minimis.
- (2) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (3) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Paragraph (F)(2) of this section, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (F)(2) of this Section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (F)(2) of this Section.
- (4) **Withholding for unpaid wages and liquidated damages.** Miami-Dade County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (F)(3) of this section.
- (5) **Contractor or Subcontractor.** The clauses set forth in Paragraphs (F)(1) through (4) of this Section shall be inserted in any subcontracts and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in Paragraphs (F)(1) through (4) of this Section."

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (a) Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working

- on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (b) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security (DHS), the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

G. THE CLEAN AIR ACT, as amended, [42 USC Ch. 85 §§7401-7671g](#) and the **FEDERAL WATER POLLUTION CONTROL ACT**, as amended, [33 USC §§1251-1387](#).

(Applicability: Contracts exceeding \$150,000 awarded by the County under a federal grant).

- (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) Contractor agrees to report each violation to Miami-Dade County (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

H. PROCUREMENT OF RECOVERED MATERIALS

(Applicability: Contracts exceeding \$10,000).

In the performance of the Contract, in accordance with [CFR 200.323](#), Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/frequent-questions-about-comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the [Solid Waste Disposal Act](#).

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) **Prohibitions.**

- (1) Section 889(b) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#), Pub. L. No. 115-232, and [2 CFR §200.216](#) prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in Paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) **Exceptions.**

- (1) This clause does not prohibit Contractors from providing:
 - (i) A Service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) **Reporting requirement.**
 - (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in Paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to Paragraph (d)(1) of this clause:
 - (i) Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within ten (10) business days of submitting the information in Paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) **Subcontracts.**

The Contractor shall insert the substance of this clause, including this Paragraph (e), in all subcontracts and other contractual instruments.

J. DOMESTIC PREFERENCES FOR PROCUREMENTS

Consistent with [2 CFR §200.322](#), as appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. It is the intent of Miami-Dade County and the Contractor that this agreement includes and incorporate all requirements under all applicable State or Federal law, rules, regulations, or standards as may be needed such that this agreement is eligible for state or Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this agreement, and Contractor shall comply with same as if same were expressly included herein. Refer to [Sec. 2-8.2.6.1. of the Code of Miami-Dade County](#).

K. AFFIRMATIVE SOCIOECONOMIC STEPS: CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, [2 C.F.R. §200.321 \(G\)](#)

Pursuant to C.F.R. 200.321 (g), Miami-Dade County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- (6) If subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321 (J)(1-5) as listed above to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. ACCESS TO RECORDS

In addition to the provisions contained in the Contract, and consistent with [2 CFR §200.337](#), the following access to records requirements apply to this Contract:

- 1) The Contractor agrees to provide Miami-Dade County, the Federal Awarding Agency's Administrator, the Comptroller General of the United States, Inspectors General of the United States, the Florida Auditor General, the Chief Inspector General of the State of Florida, the Florida Division of Emergency Management, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the Federal Awarding Agency's Administrator or his authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.
- 4) The Contractor agrees to retain its books, documents, papers and records of Contractor pertinent to this Contract for a period of five (5) years from the date of expiration of this Contract; provided, however, that the following are exceptions to this five (5) year requirement:
 - (i) If any litigation, claim or audit is started before the expiration of the five (5) year period and Contractor is notified of same, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
 - (ii) Where Contractor is notified in writing to extend the retention period, then the record must be retained for the additional times requested by the government; and
 - (iii) Where Contractor transfers all records to the County at the completion of the Contract as set forth in and in accordance with section M herein, then Contractor is not required to retain records for the five (5) year period as herein required and shall instead comply with the requirements of section M below.

In compliance with Section 1225 of the [Disaster Recovery Reform Act of 2018](#), Miami-Dade County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency's Administrator or the Comptroller General of the United States.

M. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use including prepared derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the County or, acquire on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any Work subject to copyright under [17 USC §102](#), for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the County data first produced in the performance of this Contract in formats acceptable by the County.

N. PROGRAM FRAUD AND FALSE OF FRAUDULENT STATEMENTS OF RELATED ACTS

The Contractor acknowledges that [31 USC §38](#) (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

O. DHS SEAL, LOGO, AND FLAG

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the Federal Awarding Agency. The Contractor shall include this provision in the any subcontracts.

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal policies, procedures, and directives.

Q. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

R. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract as stipulated in Paragraph 1.24 above. All changes to the method, pricing, or schedule of work must be reasonable and the Contractor shall not present

any claim which is not allowable or allocable under any Federal rule, requirement, or standard. The Contractor shall present all full and complete written justification, including cost or schedule documentation, supporting any request for a change to the Agreement at the direction of the County, and shall certify any such request for a change pursuant to the County's False Claims Ordinance, 21-255 et seq of the Miami-Dade County Code.

S. NO OBLIGATION BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT

The Florida Division of Emergency Management and the State of Florida are not parties to this Contract and are not subject to any obligations or liabilities of the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The Contractor agrees to hold harmless and indemnify the Florida Division of Emergency Management, the State of Florida, the United States of America, the Federal Funding Agency, the County, and their employees and/or contractors from and against all liability and claims of whatever nature by third parties arising from this Contract or the performance of Work arising from this Contract.

T. ENERGY CONSERVATION.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act ([42 U.S.C. Section 6321](#) et seq.) and ([42 U.S.C. 6201](#)).

U. BUY AMERICA PREFERENCE FOR INFRASTRUCTURE PROJECTS.

In accordance with [CFR Chapter I Part 184](#), Federal Awarding Agencies must ensure that none of the funds made available for a federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States. The Buy America Preference applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award. All Federal awards with infrastructure projects must include the Buy America Preference in the terms and conditions. The Buy America Preference must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. The terms and conditions of a Federal award flow down to subawards to subrecipients unless a particular section of the terms and conditions of the Federal award specifically indicate otherwise

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) [Section 2-11.1 of the Code of Miami-Dade County](#), "Conflict of Interest and Code of Ethics".
- b) [Section 10-38 of the Code of Miami-Dade County](#) of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- c) [Section 11A-60 thru Sec. 11A-67 of the Code of Miami-Dade County](#) of the Code of Miami-Dade County, "Domestic Leave".
- d) [Section 21-255 thru Section 21-266 of the Code of Miami-Dade County](#), prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- e) The Equal Pay Act of 1963, as amended ([29 USC §206\(d\)](#)).
- f) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 ([42 USC Ch. 76 §§6101-6107](#)) and regulations issued pursuant thereto ([24 C.F.R. Part 146](#)).
- g) [Section 448.07 of the Florida Statutes](#) "Wage Rate Discrimination Based on Sex Prohibited".
- h) [Chapter 11A of the Code of Miami-Dade County](#) (§ 11A-1 et seq.) "Discrimination".
- i) [Chapter 22 of the Code of Miami-Dade County](#) (§ 22-1 et seq.) "Wage Theft".
- j) Any other laws prohibiting wage rate discrimination based on sex.

- k) [Chapter 8A, Article XIX, of the Code of Miami-Dade County](#) (§ 8A-400 *et seq.*) "Business Regulations".
- l) [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 "e" through "j" 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 against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95, as amended by R-182-00. 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 Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 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)

In accordance with [2 C.F.R. § 200.319\(c\)](#) and [Section 2-8.10 of the Code](#), the UAP shall not apply to this Agreement.

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. FORCE MAJEURE

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

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

In accordance with 2 C.F.R. § 200.319(c), the First Source Hiring Referral Program does not apply to this Agreement.

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

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and

acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

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

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

ARTICLE 46. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS

The Contractor shall adhere to Payment Card Industry (PCI) Data Security requirements. Contractor is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Contractor shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

ARTICLE 47. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE

The Contractor shall comply with the Payment Card Industry Data Security Standards in effect and at all times throughout the term of this agreement.

- a) The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet PCI compliance requirements:
 - 1. Contractor's current annual PCI Compliance certification. The County has the auditing right to request copies of the PCI compliance certifications at a later time.
 - 2. During an installation or a major system upgrade the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across the County's systems and networks.
 - 3. Vendor Form – Payment Application(s) – Only applicable to the vendor who is installing the product in County environment.
- b) The Contractor shall resubmit the aforementioned passing, updated, completed and signed PCI compliance documents annually to the County. Furthermore, the Contractor shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Data Security Standards Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c) Sensitive Authentication data and Primary Account number shall not be stored by the vendor application at any point, even if masked. Any other Card holder data should not be stored by the vendor application unless it is absolutely needed for County's operations.
- d) POS (Point of Sale) and Retail transactions must be routed directly to Miami-Dade County's merchant provider (ELAVON) and must be Europay, Mastercard and Visa (EMV) compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, Samsung Wallet.

- e) Internet transactions must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card and eCheck). Exceptions to using Miami-Dade County's Internal Payment Gateway shall require written justification by Contractor, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.
- f) Proposed systems that fall outside of the requirements stated in this document shall be reviewed by the Enterprise Security Office and subjected to a risk assessment to ensure the system offers sufficient protection of cardholder data. Exceptions shall require written justification by the proposed system's provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting/processing PIN numbers for security reasons. Debit card transactions must be processed as credit card transactions. Miami-Dade County provides three (3) basic services that allow Contractor applications to interact with its Payment Gateways:

1. Web-based Credit Card Transaction Service
2. Web-based Automated Clearing House (ACH) (e-Check) Transaction Service.
3. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service Web Service Definition Language (WSDL) and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are two different ways that a merchant customer can handle the Credit Card or ACH (e-Check) transaction processing:

Option #1:

Contractor's application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from a vendor, it will offer the greatest flexibility and customization. This option also requires for the vendor application to be hosted on a server inside Metronet, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside the Metronet, Miami-Dade County can develop a Payment Module Application (option #2) that will service the vendor's application.

Option #2:

Contractor's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the vendor application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the vendor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the vendor side. The vendor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; Secure Sockets Layer protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the vendor application. This solution will not require the client application to be hosted in Metronet. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the vendor side.

ARTICLE 48. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor;

or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Appendix C - Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 49. SURVIVAL

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

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

Contractor

Miami-Dade County

By:



Name:

Irina Slavina

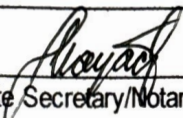
Title:

Managing Director

Date:

7/31/2024

Attest:

 M Matsas
Corporate Secretary/Notary Public

By:

_____ for

Name:

Daniella Levine Cava

Title:

Mayor

Date:

Attest:

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Corporate Seal/Notary Seal



Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A

SCOPE OF SERVICES

This Project is funded by the USDOT Smart Grant obtained pursuant to the County Grant Application of November 18, 2020 (the "Application"). The primary objective of the Services being procured under this Agreement is to comprehensively enhance urban mobility and delivery operations in the Project Area (as defined in the Application) of Miami-Dade County ("Project Goals"). In order to do so, the County retains the Contractor to integrate sensor technologies into the urban infrastructure to address bike lane safety, optimize delivery operations, foster clean micro-delivery and manage cargo bike parking. By aggregating the data in one centralized platform from various types of advanced sensors such as pole-cameras, dynamic cameras, and GPS tracking devices, the Contractor will provide key insights to the County to better understand and mitigate potential hazards for cyclists while simultaneously improving the efficiency and safety of delivery services. This approach ensures a holistic enhancement of the urban landscape, creating a safer and more efficient environment for diverse transportation modes and delivery logistics.

1.0 DEFINITIONS

The terms defined in the Agreement are incorporated herein. The following additional terms are used throughout this Scope of Services ("SOS"):

1. Blue Systems means Blue Systems USA, Inc., the Contractor for the County in the Project.
2. "Blue Systems Technology" means the Services, and any modifications, updates and improvements thereof, documentation and Blue Systems trademarks, logos and other brand features.
3. "County User" means County employees and interns, as well as other County public agencies' employees with the authority to access the Services as determined by the County.
4. "County Data" means electronic data and information submitted into the Platform by the County, Hardware Providers, Operators or other third parties on behalf of the County via MDS APIs, CDS APIs, or other agreed upon APIs, to enable the County to use the Services. "Sandbox" data is not County Data even if it is modeled after County Data.
5. "Feedback" means feedback, comments, ideas, reviews, information, suggestions or other similar materials that the County or County Users provide to The Contractor.
6. "Hardware Providers" means companies engaged by the County for the Project to provide cameras, sensors and other connected hardware to monitor curb and bike lane operations and share the data into The Contractor Platform.
7. "Operators" means mobility and delivery service providers operating within the Project Area of the County pursuant to County or City of Miami issued permits and/or agreements and under an obligation to share the data with the County through the Contractor Platform.
8. "Professional Services" means framing and scoping, developing, testing and eventually deploying and maintaining the Platform, as detailed in more detail in this SOS.
9. "Work Product" means any and all reports and other documents generated by the County Users while using the Platform.

1.1 PROJECT APPROACH AND WORK STRUCTURE

A. Work Structure

The Contractor Work is divided into 4 key use cases where each involves different Hardware Providers and/or Operators. Each of those use cases will focus on one of the Project Goals mentioned above.

The first three use cases heavily rely on collecting data from independent data sources. There is strong contingency for The Contractor on the procurement, implementation and operation of the sensors that will provide the source of data to power these use cases. In that regard, the implementation timeline cannot be reliably defined entirely by The Contractor and will therefore be expressed in relation to the delivery date of each of the relevant sensors to each use case.

While the first three use cases are independent from one another and will be worked on in parallel, the fourth use case relies on meshing together the data collected in these use cases and the data from other data sources currently available to the County.

The Contractor will work with the Hardware Providers and the Operators to obtain and ingest County Data into the Platform in parallel for the first three use cases as illustrated below:

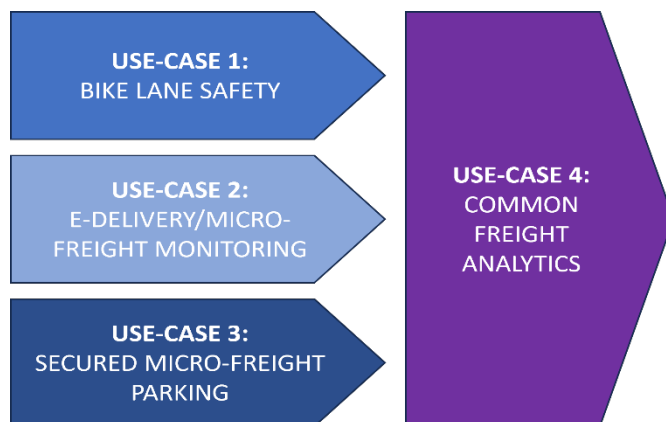


Figure 1: Work structure scheme

B. Implementation Methodology

The following methodology will be used by the Contractor to deliver on each use case:

Phase and associated deliverables
Phase 1: Data exchange APIs specification - Definition of the sensors and hardware companies APIs sets - Organizing workshops between the different tech teams to facilitate the bilateral API definition process
Phase 2: Implementation of the data streams and testing phase - Pilot connection of the data APIs defined before - Creation of necessary communication channels between the different tech teams to efficiently troubleshoot - Identification of technical issues/bugs, editing the specification and maintaining proper documentation - Work of relevant tech teams to fix the issues - Assessment of technical viability of the data streams from relevant partakers (for all of the data streams)
Phase 3: Data pipeline development and relevant troubleshooting - Analysis of the content of the data and assessment of the data quality - Troubleshooting all potential operational data issues and/or logical issues in the data - Assessment of operational viability of the data streams from relevant partakers (for all of the data streams)
Phase 4: Building relevant metrics, graphs and KPIs - Definition of all the metrics and visualization tools needed by the county officials - Technical definition and feasibility assessment of the requested visualization - Development of the computations and data processing to generate the metrics - Development of a complete user interface to be able to use the data - Maintenance of the graph when facing bugs or issues from the users
Phase 5: Consolidation, Maintenance, Enhancement, Validation - Development of the relevant improvements to either the APIs or the metrics visualizations - Implementation of all requested changes and edits to the graphs requested by users - Maintenance of all APIs in their latest versions for all data streams - Complete validation and quality-assessment process for each of the modifications/improvements that we perform

1.2 **USE CASE 1: BIKE LANE SAFETY**

In this use case, the Contractor will serve as the central point for data integration and visualization. The Contractor will manage the collection, ingestion, and curation of raw sensor data from Hardware Providers, ensuring its accuracy and completeness.

Responsibilities of the County:

In order to deliver the Services in this use case, the Contractor's successful performance of the Services depends on the County to:

- Select and procure the sensors equipment from Hardware Providers;
- Direct other relevant authorities in the County to share data from sensors they may already have installed; and
- Define together with the Contractor the key insights to be derived from the County Data so relevant metrics and KPIs can be developed.

Dependencies on the Hardware Providers:

In order to deliver the Services in this use case, the Contractor's successful performance of the Services depends on the Hardware Providers to:

- Equip streets and devices with advanced sensors:
 - Install their sensors on streets, infrastructure and devices;
 - Identify potential safety hazards, including unauthorized parking in bike lanes.
 - Maintain good working condition for the hardware/firmware/software bricks of their system.
- Operate and manage installed sensors.
 - Provide and maintain firmware/software bricks for data communication.
 - Process collected data to identify specific safety risks.

Responsibilities of the Contractor:

- Define all APIs and data exchange protocols from a technical standpoint, for all anticipated data flows;
- Communicate about the operational specificities of the data retrieved;
- Work in parallel with the selected Hardware Providers on ingesting the data;
- Collect, ingest, and curate raw data from sensors;
- Beta-test data flows prior to delivering visualization for the County
- Ensure integrity and accuracy of collected data
- Provide County with an access to the Platform with relevant tools for insightful analytics; and
- Provide associated Professional Services, such as ad hoc analysis of the data, training, etc.

Deliverables and projected timeline:

Because the Platform performance depends on the applicable data streams from the Hardware Providers, the estimated schedule of Deliverables is defined from the date of the relevant data flows into the Platform:

Services	Description of deliverable	Estimated schedule (start of functional data flows defined as T0)
Professional Services	Defining the API standards to use with each Hardware Provider	Prior to T0
	Assistance to Hardware Providers in the testing of their data feeds quality	Prior to T0 if needed
	Functional data streams going through the defined APIs	T0 + 1 month
Platform data analytics	Displaying data in relevant format on the Platform	T0 + 1 month
	Building the required metrics	T0 + 2 months
	Implement an Operator compliance scoring system	T0 + 4 month

1.3 **USE CASE 2: E-DELIVERY/MICROFREIGHT MONITORING**

This use case is designed to collect data from cargo bikes used for local deliveries by delivery companies operating in the Project Area (the "Operators") and to provide the County with data analytics related to these micro-freight operations. The data in this case would be flowing into the Contractor's Platform from a Mobility Data Specification ("MDS")-compliant sensor affixed on the devices and vehicles.

In addition to the data analytics, this initiative will establish a model for fleet management, specifically promoting electric vehicles, devices and cargo bikes used by the Operators - local businesses and bigger delivery companies alike.

Responsibilities of the County:

In order to deliver the Services in this use case, the Contractor's successful performance of the Services depends on the County to:

- Procure eco-friendly transport devices, such as cargo bikes and electric freight vehicles ("collectively, the "Fleet");
- Ensure the Fleet is equipped with the MDS-compliant sensor;
- Promote and communicate rental offers for businesses and ensure the usage of the Fleet within the Project Area; and
- Operate the Fleet during the Agreement Term.

Dependency on the Hardware Provider (Drover.ai or similar):

In order to deliver the Services in this use case, the Contractor's successful performance of the Services depends on the Hardware Provider to:

- Integrate the sensor onto the Fleet;
- Generate data;
- Ensure functional data flows into the Contractor's Platform with the real-time insights into usage patterns and performance metrics.

Responsibilities of the Contractor:

- Define all APIs and data exchange protocols from a technical standpoint, for all anticipated data flows;
- Communicate about the operational specificities of the data retrieved that would be relevant to its analysis;
- Collect, ingest, and curate raw data from the Fleet equipped with the MDS-compliant sensors;
- Provide access to the Platform visualizing the applicable data;
- Deliver actionable insights through the Platform to optimize Fleet utilization within the Project Area.

Deliverables and projected timeline:

Because the Platform performance depends on the applicable data streams from the Hardware Provider, the estimated schedule of Deliverables is defined from the date of the relevant data flows into the Platform:

Services	Description of deliverables	Estimated schedule (start of functional data flows defined as T0)
Professional Services	Defining the API standards to use with Hardware Provider	Prior to T0
	Assistance to the Hardware Provider in the testing of data feeds quality	Prior to T0 if needed
	Functional data streams going through the defined APIs	T0 + 1 month
Platform data analytics	Displaying data in relevant format on the Platform	T0 + 1 month
	Building the required metrics	T0 + 2 months
	Publishing regulations and policies via the MDS Policy API	T0 + 3 months
	Implement an Operator compliance scoring system	T0 + 4 month

1.4 USE CASE 3: SECURED MICRO-FREIGHT PARKING

A key aspect of this Project is to ensure the safety of the Fleet operations, especially when it comes to parking and storing of the Fleet. One of the Project goals is to leverage strategic partnerships with companies like BiKeep or similar, that provide protected bike parking infrastructure ("Parking Stations") for their customers. The Contractor's Platform will collect and ingest data from such Parking Stations to provide the County with corresponding data analytics as to the usage of the Parking Stations and overall delivery operations environment.

Responsibilities of the County:

In order to deliver the Services in this use case, the Contractor's successful performance of the Services depends on the County to:

- Procure and install the Parking Stations throughout the Project Area; and
- Ensure the Parking Stations are operating throughout the Agreement Term.

Dependency on the Parking Stations provider (BiKeep or similar):

In order to deliver the Services in this use case, the Contractor's successful performance of the Services depends on the Parking Stations provider to:

- Install Parking Stations within the Project Area as directed by the County;
- Implement API connection to the Contractor Platform; and
- Manage operational data connection to report parking events of the Fleet.

Responsibilities of the Contractor:

- Define all APIs and data exchange protocols from a technical standpoint, for all anticipated data flows;
- Communicate about the operational specificities of the data retrieved that would be relevant to its analysis;
- Collect, ingest, and curate raw data from the Parking Stations provider;
- Provide access to the Platform visualizing applicable data; and
- Deliver actionable insights to optimize the Fleet utilization for urban delivery operations.

Deliverables and projected timeline:

Because the Platform performance depends on the applicable data streams from the Parking Stations provider, the estimated schedule of Deliverables is defined from the date of the relevant data flows into the Platform:

Services	Description of deliverables	Estimated schedule <i>(start of functional data flows defined as T0)</i>
Professional Services	Defining the API standards to use for the data integration	Prior to T0
	Assistance to the Parking Stations provider in the testing of their data feeds	Prior to T0 if needed
	Functional data streams going through the defined APIs	T0 + 1 month
Platform data analytics	Displaying data in relevant format on the Platform	T0 + 2 month
	Building the required metrics	T0 + 5 months

1.5 USE CASE 4: COMMON FREIGHT METRICS

Miami Parking Authority ("MPA") is a key player in the success of this Project. As part of its current scope, MPA will be managing the curbside and delivery infrastructure digitization and operation. To enable the County to have access to complete and full curbside data generated within the Project Area, the Contractor's Platform will retrieve, process and visualize operational data from MPA's platform. This includes creating dynamic metrics, graphs, maps, and visuals to provide actionable insights for the County.

Responsibilities of the County:

In order to deliver the Services in this use case, the Contractor's successful performance of the Services depends on the County to:

- Ensure MPA's full participation and cooperation in relevant data sharing with the Contractor.

Dependency on MPA and its vendors:

In order to deliver the Services in this use case, the Contractor's successful performance of the Services depends on MPA and its vendor(s) to:

- Develop APIs to transmit relevant urban logistic data to the Contractor's Platform backend.
- Transmit Smart Loading Zones (SLZ) operations data and information.

Responsibilities of the Contractor:

- Collaborate with MPA and their vendor(s) to define the APIs to exchange SLZ data.
- Communicate about the operational specificities of the data retrieved that would be relevant to its analysis;
- Collect, ingest, and curate raw data received;
- Utilize curated data as the foundation for generating valuable insights; and
- Provide the County with an access to the Platform visualizing applicable data.

Deliverables and projected timeline:

Because the Platform performance depends on the applicable data streams from MPA and its vendor(s), the estimated schedule of Deliverables is defined from the date of the relevant data flows into the Platform:

Services	Description of deliverables	Estimated schedule (start of functional data flows defined as T0)
Professional Services	Defining the API standards to use with MPA vendor(s)	Prior to T0
	Assistance to MPA vendors in the testing of their data feeds quality	Prior to T0 if needed
	Functional data streams going through the defined APIs	T0 + 1 month
Platform data analytics	Displaying data in relevant format on the Platform	T0 + 2 month
	Visualizing SLZ usage and occupancy data	T0 + 5 months
	Building the required metrics and KPIs by meshing all data sources from use cases 1-3 with the SLZ information	T0 + 8 months

2. PROJECT ASSUMPTIONS

The Parties acknowledge that County's participation and cooperation is critical for the success of the Project and The Contractor' ability to deliver the Services. The following assumptions are based on information provided by County to The Contractor relating to the Project scope and the County's vision. Deviations from these assumptions may lead to changes in the timeline and fees, such changes to be set forth in a change order, and may impede the Contractor to deliver the Services.

2.1 General

- The County will provide the required resources and ensure active participation to ensure the implementation is successful. This will include, without limitation, an executive decision-maker, project leadership and management, subject matter experts, and technical resources.
- The County is responsible for the definition, documentation and implementation of the regulatory and legal processes within scope for this Project.
- The County acknowledges that to the extent it wishes to utilize the Contractor for Phase II of the Project, additional funding needs to be allocated.
- The County acknowledges that the Contractor may cease delivery of Services once the agreed upon budget of \$494,000 is consumed.

2.2 Data and Integrations

- The County will work with Contractor on coordinating all Hardware Providers, Operators and other parties as described above to develop the necessary data standards and to share the data via the agreed upon APIs.
- Failure of or delay on the part of the relevant third parties to ensure proper data flows into The Contractor Platform will serve as an excusable delay for the Contractor's timely delivery of its Services. If County Data is not shared into the Contractor's Platform, the Contractor will not be in breach of this Agreement if some or all Services are discontinued, reduced or delayed.

3. PROPRIETARY RIGHTS AND LICENSES

3.1 Reservation of Rights. Subject to the limited rights expressly granted by the Agreement or this SOS, the Contractor, its affiliates and licensors reserve all of their rights, title and interest in and to the Blue Systems Technology, including all related intellectual property rights. No rights are granted to the County hereunder other than as expressly set forth herein.

3.2 Work Product Design. Subject to the limited rights expressly granted hereunder, The Contractor and its licensors own and reserve all right, title and interest in and to the look, feel, structure and organization of the Work Product generated by the County Users while using the Platform ("**Work Product Design**").

3.3 Access. Subject to the terms of this Agreement and this SOS, County and County Users may access and use the Platform once the MVP version is delivered by the Contractor and for the remainder of the Term. The County may have unlimited County Users.

3.4 Work Product. Except as specified in Section 3.5 below, the County retains all right of ownership, title, and interest in and to any reports and other work products prepared by the County when processing County Data through the Platform ("**Work Product**").

3.5 Work Product Design License. Subject to the terms of the Agreement and this SOS, the Contractor grants to the County a non-transferable, sublicensable, irrevocable, and non-exclusive license to use and share the Work Product Design as embedded in the Work Product provided the County does not, and does not permit third parties to, remove or alter any proprietary notices therein.

3.6 License by County to The Contractor. Customer grants the Contractor, its affiliates and applicable subcontractors a worldwide, limited-term license to host, copy, store, manipulate, use, transmit, and display County Data, each as appropriate for the Contractor to provide and ensure proper development and operation of the Services and associated systems in accordance with the Agreement and this SOS.

3.7 Techtest environment. The Contractor may also receive data from the Hardware Providers and the Operators in a techtest or sandbox environment to test the data feed and improve existing features and functionalities and develop new features and functionalities of the Services.

3.8 License by County to Use Feedback. County grants to the Contractor and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its Services any suggestion, enhancement request, recommendation, correction or other feedback provided by County or County Users relating to the operation of the Contractor's Services.

4. PAYMENT AND FEES

4.1 Suspension of Services and acceleration. If any charge owing by County under this Agreement is 120 days or more overdue, the Contractor may, without limiting its other rights and remedies, accelerate County's unpaid fee obligations under the Agreement and this SOS so that all such sums become immediately due and payable, and suspend Services until such amounts are paid in full.

4.2 Depletion of the budget. The Contractor has no obligation to continue to provide the Services once the budget identified in Schedule 2 is consumed, unless the Parties agree otherwise in writing.

5. COUNTY USE OF PLATFORM-RELATED SERVICES

5.1 Access Credentials. Once the Platform MVP is delivered, the Contractor will assign to County Users selected by the County as notified to the Contractor unique necessary usernames and passwords, which will control and allow access to the Platform and which shall be kept confidential by the County and County Users. Each username and password will be for the personal use of a single selected County User only.

5.2 County Responsibilities. County is responsible for the use of the Services by County and County Users. County shall be responsible for the security of County Users' usernames, passwords, API keys and other credentials required to access the Platform, and shall follow data security best practices with respect to these items. County shall be responsible for County's own disclosure of any County Data obtained through the Platform or otherwise provided to County by the Contractor. County shall use best efforts to prevent unauthorized use of the Services and shall promptly notify the Contractor of any actual or suspected unauthorized use.

5.3 Compliance. County may only use the Services in accordance with the Agreement and this SOS. County shall ensure that there are necessary rules and regulations or a mandate in place to enable the Hardware Providers, Operators and other third parties to share County Data into the Platform and implement all other regulations necessary to allow the operation of the Services.

5.4 Restrictions. To the extent allowable under Florida Law, including but not limited to Florida statutes Chapter 119, County may not show, make available, demonstrate, send screenshots of or otherwise share the Platform in any way with any third parties except for County Users and employees of other municipalities and transportation authorities upon their request and with a prior written approval of The Contractor. Further, County may not:

- (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform,
- (b) modify or create derivative works based on the Platform,
- (c) sell, resell, license, copy, rent, lease, distribute, time-share the Platform or otherwise use the Platform for the benefit of a third party unless specifically allowed by the Agreement,
- (d) remove or alter proprietary notices from the Platform or Work Product,
- (e) use the Platform in any manner or for any purpose other than as expressly permitted by the Agreement or any other policy, instruction or terms applicable to the Services,
- (f) use the Platform to: (i) store or transmit inappropriate content, such as content that violates the intellectual property rights or rights to the publicity or privacy of others (ii) store or transmit any content that contains or is used to initiate a denial of service attack, viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (iii) otherwise violate the legal rights of a third party;
- (g) interfere with or disrupt servers or networks used by the Contractor to provide the Services, or violate any third-party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of the Platform or any other product or service of the Contractor;
- (h) access or attempt to access the Contractor's other accounts, computer systems or networks not covered by this Agreement, through password mining or any other means,
- (i) cause, in the Contractor's sole discretion, inordinate burden on the Platform or the Contractor's system resources or capacity, or
- (e) use the Platform to create any product or service other than Work Product.

5.5 Suspension. The Contractor may temporarily suspend County's right to use the Platform in its sole discretion if (a) County's or County Users' use of the Platform poses a security risk to the Services or may adversely affect the Services or the Contractor's systems and infrastructure; (b) County's use of the Services could subject the Contractor to liability, or (c) County is in breach of the Agreement. The Contractor will use commercially reasonable efforts to provide prompt notice of a suspension.

6. TRAINING, SUPPORT AND MAINTENANCE

6.1 Platform Training. The Contractor will conduct several trainings on how to use various functionalities of the Platform during the workshops as scheduled as needed.

6.2 Support. Technical support to County Users shall be made available during regular business hours by telephone, email and online.

6.3 Software Maintenance. Once the minimum viable product ("MVP") is delivered, the Contractor will conduct software maintenance, which will include bug fixes, correction of reported problems, maintenance releases, upgrades to system base software in new major releases and other software updates. The Contractor will notify the County in advance of deploying any service impacting modifications (excluding emergency patches/fixes).

7. DELAYS

7.1 Notice of Delay. In the event of an actual or anticipated delay in the performance of this Agreement, the Contractor undertakes to inform the County of the cause of this delay as soon as it has anticipated or experienced the later and in any event no later than five

business days from the date of its occurrence. The Parties shall review the circumstances of the delay and adjust the schedule of deliverables and mitigate the delay as needed.

7.2 Partner Cooperation. The Contractor's timely performance of the Services depends upon the County's and third parties' (eg., Operators, Hardware Providers, etc.) timely cooperation and prompt provision of any materials, hardware, data flows, feedback, testing or other assistance necessary for the Contractor to provide the Services. The Contractor will not be deemed in breach of this Agreement for any delay or nonperformance caused by the County's and third parties' delay or nonperformance and all deadlines and due dates shall be extended accordingly to account for the time of delay or nonperformance on the part of the County and / or third parties.

APPENDIX B – PRICE SCHEDULE

The Contractor agrees to provide information and negotiate with the County regarding profit as a separate element of the price(s). (Re: C.F.R. §200.324(b)).

Work Stream/ Tasks	Mandays	Price per Manday	Total
Phase 1: Data exchange APIs specification - Definition of the Drover.ai APIs set (cargo-bikes data, surface-type riding, bike-lane parking detection, near-misses, ...) - Definition of the sensors companies APIs sets (parking detection, illegal parking detection, other types of risky events detected, ...) - Definition of the BiKeep or other bike parking devices company API sets (parking occurrences, duration, vehicle identification, ...) - Organizing workshops between the different tech teams to facilitate the bilateral API definition process	40	\$1,520	\$60,800.00
Phase 2: Implementation of the data streams and testing phase - Pilot connection of the different data APIs defined above - Creation of necessary communication channels between the different tech teams to efficiently troubleshoot - Identification of technical issues/bugs, editing the specification and maintaining proper documentation - Work of relevant tech teams to fix the issues - Assessment of technical viability of the data streams from relevant partakers (for all of the data streams)	90	\$1,520	\$136,800.00
Phase 3: Data pipeline development and relevant troubleshooting - Analysis of the content of the data and assessment of the data quality - Troubleshooting all potential operational data issues and/or logical issues in the data - Assessment of operational viability of the data streams from relevant partakers (for all of the data streams)	75	\$1,520	\$114,000.00
Phase 4: Building relevant metrics, graphs and KPIs - Definition of all the metrics and visualization tools needed by the county officials - Technical definition and feasibility assessment of the requested visualization - Development of the computations and data processing to generate the metrics - Development of a complete user interface to be able to use the data as much as required - Maintenance of the graph when facing bugs or issues from the users	90	\$1,520	\$136,800.00
Phase 5: Consolidation, Maintenance, Enhancement, Validation - Development of the relevant improvements to either the APIs or the metrics visualizations - Implementation of all requested changes and edits to the graphs requested by users - Maintenance of all APIs in their latest versions for all data streams - Complete validation and quality-assessment process for each of the modifications/improvements that we perform	30	\$1,520	\$45,600.00
TOTAL Mandays	325		\$494,000.00

Notes:

The prices have been calculated in USD without any applicable taxes

This budget has been created for a 14-month project

Each payment is due within 45 days of receiving an invoice to be sent upon completion a milestone within each Phase



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

<u>Blue Systems USA, Inc.</u> does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)	
Bidder's/Proposer's Legal Company Name	
of <u>Section 287.138, F.S.</u>	
Pursuant to Section 92.525, F.S., 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 Bidder's/Proposer's Authorized Representative:	<u>Irina Slavina</u>
Title of Bidder's/Proposer's Authorized Representative:	<u>Managing Director</u>
Signature of Bidder's/Proposer's Authorized Representative:	<u>[Signature]</u>
Date:	<u>5/22/24</u>

See notary documentation
attached
[Signature]
M Matsas
notary public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

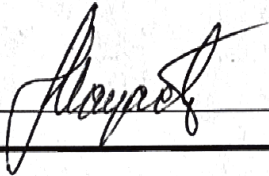
On May 22, 2024 before me, M Matsas notary public
(insert name and title of the officer)

personally appeared Irina Slavina,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CERTIFICATION REGARDING LOBBYING (Byrd Anti-Lobbying Amendment Certification)

In accordance with the requirements of 44 C.F.R. Part 18, Contractors who apply or bid for an award of \$100,000 or more shall file this certification. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Firm/Company Name: Blue Systems USA, Inc.

Signature of Contractor's Authorized Official:



Name and Title of Contractor's Authorized Official: Irina Slavina, Managing Director

Date: 7/30/2024

SUSPENSION AND DEBARMENT CERTIFICATION FORM

The undersigned attests to the following:

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Firm/Company Name: Blue Systems USA, Inc.

Signature of Contractor's Authorized Official:



Name and Title of Contractor's Authorized Official:

Irina Slavina,
Managing Director

Date: 7/30/2024