

Date: January 22, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(P)(4)

Resolution No. R-3-25

Subject: Recommendation to Award a Contract for Transportation Screening Equipment and Services

Summary

This item is for the purchase of Transportation Security Administration (TSA) approved Transportation Screening Equipment (TSE) and services for security screening checkpoints at the Miami International Airport (MIA) for the Miami-Dade Aviation Department (MDAD). Due to growing passenger volume, MIA has identified the need to enhance security screening capabilities at several checkpoints to improve the speed and efficiency of passenger processing. Under the TSA's Acquisition Program Management Capability Acceptance Process (CAP), MDAD will work closely with TSA to upgrade and modernize its security screening operations throughout MIA. The CAP is a system developed by TSA to allow industry stakeholders like airports, to donate TSE to TSA, where the agency evaluates, accepts, and implements these offerings by following a defined set of criteria and procedures. This involves the installation of new equipment to ensure optimal throughput and compliance with federal security regulations. Infrastructure upgrades, including electrical and communication cabling to support the proposed checkpoint TSE will be designed and installed prior to initiating work on this contract.

It should be noted that the CAP system was also created to address limited TSA resource to address critical security investments at airports. Following the terrorist attacks of September 11, 2001, Congress enacted the [Aviation and Transportation Security Act \(ATSA\)](#) which — in addition to establishing TSA — created a passenger security fee to be included in each airline ticket purchase to help pay for the costs of aviation security. However, the security fees have not kept pace with inflation and today are insufficient to fund most of TSA's activities, including the agency's technology modernization efforts. Airports and industry stockholders continue to press Congress for additional TSA resource to help them meet their Congressional obligations.

The TSE being procured in this solicitation is needed to outfit various checkpoints, including the new Concourse F checkpoint and D Terminal checkpoints which are the first to be delivered per this project's schedule. The new Concourse F is being upgraded from three lanes to five lanes to address the high demand this area is experiencing with the increased flights in Central Terminal. The construction project that is preparing the space to accept the equipment is underway and will be ready to accept equipment in August 2025. MDAD promised the airlines that checkpoints would be opened by October 2025 in anticipation of the 2025 holiday peak. Based on the timelines for the equipment's fabrication, delivery, installation and testing, a Notice to Proceed (NTP) for the TSE would be needed approximately 11 months prior to the anticipated opening of the checkpoint.

The successful and timely re-opening of security checkpoints is vital to MIA's operational efficiency and to the satisfaction of our passengers, and for MIA to remain competitive as the sixth fastest airport in the United States based on its average security wait time, which is currently the shortest in Florida at 10.4 minutes. Sister-projects that provide the required infrastructure to accept this TSE are underway and are scheduled to be completed ahead of the 2025 holiday peak season. Delays to this project schedule will leave the airport with unopened checkpoints, significantly increasing passenger wait times.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0000402, Transportation Screening Equipment and Services*, to Leidos, Inc.

in the amount of \$35,878,426 for a seven-year term for MDAD. There is no current contract for this equipment and services.

Background

A Request for Proposals was issued under full and open competition on February 14, 2024. On the closing date of April 9, 2024, the County received three proposals, none of which were local. Upon review of the proposals received, the County identified potential responsiveness issues for the three proposing entities and requested a legal review from the County Attorney's Office (CAO). On July 24, 2024, the CAO opined that the proposal from K2 Construction Consultants was non-responsive as they submitted a materially different Price Schedule; the remainder of the proposals submitted were responsive. An evaluation meeting was conducted on August 14, 2024. Negotiations commenced on October 3, 2024 and concluded on October 23, 2024. A copy of the Coordinator's Report is attached.

The contract includes all necessary labor, materials, and incidentals required to provide for TSA-approved TSE, deployment, relocation, and decommissioning of security checkpoint TSE at MIA and will include on-site coordination, surveys, design support, planning, coordination, and execution of TSE removals, as well as installations and testing throughout the term of the contract, including the operational turn-over of the TSE to TSA. Work at each security checkpoint will include relocating all TSE including peripheral equipment such as barriers, cabinets, supervisor desks, furniture, fixtures, and other related items. Work will be phased across multiple security checkpoints over a multi-year term, with each security checkpoint following a unique project schedule and specific start and completion dates. The County will ultimately donate the TSE to the TSA, which is authorized under the Aviation and Transportation Security Act (ATSA, 49 USC § 106 (l) and (m) via § 114 (m)) to accept and use services, supplies, equipment, personnel, and facilities from any public or private source.

Scope

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

Fiscal Impact/Funding Source

The fiscal impact for the seven-year term is \$35,878,426. This includes a contingency amount to cover additional costs if a newer or upgraded model of any awarded TSE becomes available before installation, as well as for the as-needed purchase of additional services, equipment, or products per the contract's terms and conditions.

Department	Allocation	Funding Source	Contract Manager
MDAD	\$35,878,426	Proprietary Funds	Sylvia Novela
Total	\$35,878,426		

Track Record/Monitor

Marie Williams of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreement and exercise all provisions therein, including any cancellation or extensions, 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 highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. Of the four firms identified through market

research, none were local. The availability of local firms is limited due to the unique nature of the equipment and services requested.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Leidos, Inc.	1750 Presidents Street Reston, VA	None	22	James Carlini
			0.06%	

*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.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
K2 Construction Consultants	No	Deemed non-responsive by the CAO (opinion attached)
Vertex Aerospace LLC	No	Evaluation Scores/Ranking

Due Diligence

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

Applicability of Ordinances and Contract Measures

- The User Access Program does not apply.
- The Small Business Enterprise Selection Factor and Local Preference applied.
- The Living Wage Ordinance does not apply.

Attachment



Jimmy Morales
Chief Operating Officer

Memorandum



Date: September 18, 2024

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

Thru: Lydia Osborne, Ph.D., CPPO, CPPB, NIGP-CPP *Lydia Osborne*
Assistant Director
Strategic Procurement Department

From: Marie Williams, CPPB *Marie Williams*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for Request for Proposals (RFP) No. EVN0000402 Transportation Screening Equipment and Services

The Strategic Procurement Department issued a competitive Request for Proposals on February 14, 2024, on behalf of the Miami-Dade Aviation Department, to obtain proposals from qualified firms to provide Transportation Security Administration (TSA)-approved transportation screening equipment and services for multiple security screening checkpoints at Miami International Airport (MIA). The County anticipates awarding a contract for seven (7) years.

On April 9, 2024, three (3) proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of the responsive proposals following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:

July 26 and July 29, 2024 (Kick-off Meetings)

August 14, 2024 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:

A Small Business Enterprise selection factor was assigned to this solicitation. No proposers qualified for the selection factor.

Verification of compliance with minimum qualification requirements and responsiveness:

The solicitation did not have any minimum qualification requirements. On April 22, 2024, three proposals were forwarded to the County Attorney's Office (CAO) for review. The CAO responded on July 24, 2024, and deemed K2 Construction Consultants non-responsive. A copy of the CAO's opinion is attached. Submitting the request for CAO opinion took longer than 10 calendar days because the Procurement Contracting Officer needed more than 10 calendar days to review the complex proposals. The CAO needed more than 30 calendar days to provide an opinion to consider, research and discuss responsiveness issues.

Local Certified Veteran's Business Enterprise Preference:

Veteran's Preference was considered. None of the proposers qualified for the preference.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

Staff submitted a request to OIG on April 10, 2024. A response was received on April 16, 2024, advising that no reports were found.

Staff submitted a request to COE on April 10, 2024. A response was received on April 19, 2024, advising that no reports were found.

MDC004

Office of the Commission Auditor (OCA) Background Check:

On April 11, 2024, staff provided Committee members with Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. Staff submitted Committee members' completed Neutrality Affidavits and Resumes to OCA on April 17, 2024. A response from OCA was received on April 29, 2024, which was not within five business days. OCA submitted the results of the background checks to the COE for further review of findings. A response was received from COE on May 29, 2024, advising that there were no conflicts of interest.

Summary of scores:

The Committee conducted scoring in accordance with the criteria outlined in the solicitation and decided not to hold oral presentations. The scores are as follows:

Proposer	Technical Score (max. 4500)	Price Score (max. 500)	Total Combined Score (max. 5000)	Total Price Submitted for Term of Contract
Leidos, Inc.	4193	437	4630	\$28,071,295
Vertex Aerospace LLC	3918	425	4343	\$25,952,136

Upon review of the scores, there were several variances identified that exceeded 33% of the average score awarded by all Committee members by criteria. After discussion of the variances among Committee members, three Committee members showed variances for Vertex Aerospace LLC for the Small and Local Business utilization and labor requirements criteria. One of the Committee Member's zero score reflects the critical importance that she placed for small and local business utilization criteria which is pivotal in the RFP evaluation process. The firm (Vertex Aerospace LLC) did not provide evidence of successfully securing subcontracting opportunities with local small businesses. Consequently, the Committee Member felt that her score accurately represents the firm's proposal in this regard. If her score was removed, the ranking does not change. The Committee members with variances stated that their scores were based on their independent evaluations and the discussions held.

Local Preference:

Local Preference was considered but did not affect the outcome.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three (3) business days from Selection Committee Coordinator's notification; initial scoring within 30 calendar days of Selection Committee Coordinator's completion of required reviews, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee's Name	Employee's Department
Maurice Jenkins	Aviation Department
Susan Feeney	Aviation Department
Lokhman Kamaruddin	Aviation Department
Luz Bellis	Seaport Department

The fifth Committee member did not qualify for administrative leave as he is not a County employee.

Deadlines for Completion of Tasks During Evaluation:

Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions*, establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Timeframes for completion of tasks are included in the table below.

Task	Date	I.O. Timeframe (Days*)	Actual Timeframe (Days*)
Proposals received	4/9/24		
SPD sent proposals to CAO for responsiveness	4/22/24	10	13
SPD sent list of proposers/subcontractors to Committee members for Neutrality Affidavit/Resume	4/11/24	10	2
Committee members returned completed Neutrality Affidavit/Resume to SPD (before date shown)	4/16/24	3*	3*
SPD sent completed Neutrality Affidavit/Resume to OCA for background check	4/17/24	NA	1
OCA returned background checks to SPD	4/29/24	5*	8*
COE (If OCA refers findings) responded to OCA findings	5/29/24	14	29
CAO provided opinion to SPD	7/24/24	30	93
Evaluation Committee meeting	8/14/24	30	21

* All numbers listed are calendar days except when marked with an asterisk are business days.

Negotiations:

The Committee recommends that the County enter into negotiations with the highest ranked proposer, Leidos, Inc. The following individuals will participate in the negotiations; however, staff can be added or replaced if needed:

Marie Williams, Procurement Contracting Manager, Strategic Procurement Department
 Sylvia Novela, Division Director, Procurement & Materials Management, MDAD
 Jonathan Lewis, Innovation Director, MDAD
 Juliana Manjarres, CPSM, Aviation Contracts Analyst, MDAD
 Amy Cruz, Accountant, MDAD

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

Consensus Statement:

The Committee recommends Leidos, Inc. as the firm met or exceeded the requirements of the established criteria in the solicitation to successfully deliver transportation screening equipment and services that support the Aviation Department's security requirements and directives. Leidos' knowledge and past experience, specifically in regard to TSA for the Acquisition Program Management Capability Acceptance Process, indicates that they are highly qualified to perform on this contract with experienced key personnel. Their approach, submissions and testing offerings, and required equipment proposed were clearly communicated. Leidos' local participation was commended and deemed a positive attribute. Their prices were clear, reasonable and within MDAD's allocated budget, but will be negotiated accordingly. Further, the Committee has the confidence that Leidos will be able to fulfill this contract.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Approved

Namita Uppal

Digitally signed by Namita Uppal
 DN: cn=Namita Uppal, o=Miami
 Dade County, ou=Chief
 Procurement Officer,
 email=uppaln@miamidade.gov,
 c=US
 Date: 2024.09.19 14:54:21 -04'00'

Namita Uppal, C.P.M.
 Director and Chief Procurement Officer

Date

**COUNTY ATTORNEY
MIAMI-DADE COUNTY, FLORIDA**



David M. Murray
Assistant County Attorney
dmmurray@flymia.com

AVIATION DEPARTMENT
P.O. BOX 025504
MIAMI, FLORIDA 33102-5504
Phone: (305) 876-7040
Fax: (305) 876-7294

MEMORANDUM

TO: Marie Williams
Procurement Contracting Officer 3
Procurement & Materials Management

FROM: David M. Murray
Assistant County Attorney

DATE: July 24, 2024

SUBJECT: RFP EVN0000402, Transportation Screening Equipment and Services

You have asked whether various firms which submitted proposals to on RFP No. EVN0000402 Transportation Screening Equipment and Services are responsive. Based on the facts articulated in your memo, I conclude that K2 Construction Consultants is non-responsive.

K2 Construction Consultant submitted a bid form which was materially different than the bid form sought by the solicitation. Via Addendum Four, the bid form was modified; the modified bid form contains materially different quantities of equipment than sought on the original bid form, as well as includes materially different language regarding warranties. K2 Construction did not submit the modified bid form, instead submitting the bid form originally included in the RFP. As it did not submit pricing on the scope of work sought by the County, the proposal is not able to be a full and unequivocal agreement to perform the full scope of work. It is accordingly non-responsive.

MDC007

You additionally ask if the proposals submitted by Leidos Inc (Leidos) and Vertex Aerospace LLC (Vertex) is responsive. These proposals are responsive.

You note that both Vertex and Leidos marked multiple pages of their proposals as confidential or otherwise indicated the proposal are subject to various non-disclosure obligations. However, Vertex and Leidos both also signed the Acknowledgement of Waiver included in the Solicitation, which expressly controls over any such assertions as may be made by the proposer; Vertex and Leidos' respective assertions of confidentiality thus are of no force and effect, and do not preclude the County from analyzing the proposal.

Also, both Vertex and Leidos indicated that their proposals were valid for 180 days; however, the solicitation itself only required proposals be held for 180 days. This redundant statement does not render the proposal non-responsive. Please note, however that both Vertex and Leidos are unable to alter or change its terms or pricing without rendering it ineligible for award.

You additionally note that Vertex and Leidos included various conditions in their proposals. The Solicitation notes, however, in Section 1.3 that:” The County shall treat the Proposer's inclusion of exceptions, assumptions or alternate terms in the Proposal as requests to negotiate project elements, and the inclusion of same shall not result in the Proposal being deemed non-responsive. The County is not bound to accept any exceptions, assumptions or alternates during negotiations, and the County shall consider a Proposal submitted to be an offer to supply goods or services in strict compliance with the terms of this Solicitation.”

Therefore, the conditions listed by Vertex or Leidos do not render their proposal non-responsive. Please note, however, that the County may be unable to negotiate or grant the specific exceptions sought by Vertex or Leidos, as the County may only negotiation or grant exceptions which “do not materially change any provision of the Solicitation.” Id. The Selection Committee may consider the requested exceptions when considering whether or not

June 26, 2024

Page | 3

Vertex can deliver the services sought by the solicitation in strict compliance with the terms of the solicitation.

Finally, you note that Leidos used an alternate bid form; upon examination, it appears that Leidos extracted the bid tables from Form B and incorporate them into a narrative. Based on your representations, the bid items contained on the updated Form B are all incorporated into the Leidos form. Leidos' form, in other words, remains an offer to provide the County with the goods it seeks and remains a full and unequivocal offer to perform the full work of the solicitation. Leidos' modifications changed form but not substance; to the extent this is a deviation from the solicitation requirements, it is not material as it neither provides Leidos an advantage or deprives the County of assurances the work will be performed. Leidos is responsive.

This memorandum is premised solely on the facts as relayed to me in your initial request and through subsequent emails. If those facts change, please contact me at once.

DMM/klg

MDC009

RFP No. EVN0000402
TITLE: Transportation Screening Equipment and Services
EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA	PROPOSERS	Non-SBE; Not local		Non-SBE; Not local	
		Maximum Points Per Member	Maximum Total Points (5 members)	Leidos, Inc.	Vertex Aerospace LLC
Proposer's relevant experience, qualifications, and past performance		350	1750	1630	1570
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of		300	1500	1395	1295
Proposer's Approach to Providing the Services, including Management, Operations and Maintenance		50	250	224	214
Proposer's Financial Capacity		50	250	248	212
Proposer's Transition Plan and Implementation of Timeline		125	625	577	564
Small and local business utilization and project labor requirements		25	125	119	63
Total Technical Points		900	4500	4193	3918
Proposer's Total Proposed Price		100	500	437	425
TOTAL POINTS		1000	5000	4630.00	4343.00
Ranking				1	2

Signature:
Marie Williams
 Coordinator
Natalya Vasilyeva
 Reviewer

Print Name:
 Marie Williams
 Print Name:
 Natalya Vasilyeva

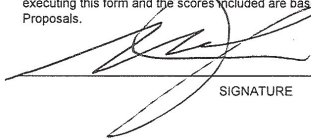
Selection Factor	N/A			
Local Preference (Highest ranked proposer's total points - 5% = Local Preference range)	N/A			
Is any firm within 5% of the highest ranked? Y / N	N/A			
Is highest ranked local? Y / N	N/A			
Is firm within 5% local? Y / N	N/A			

**TITLE: Transportation Screening Equipment and Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER NAME: Maurice Jenkins

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Leidos, Inc.	Vertex Aerospace LLC
Proposer's relevant experience, qualifications, and past performance		350	320	300
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		300	250	270
Proposer's Approach to Providing the Services, including Management, Operations and Maintenance		50	40	40
Proposer's Financial Capacity		50	50	45
Proposer's Transition Plan and Implementation of Timeline		125	95	100
Small and local business utilization and project labor requirements		25	20	15
Proposer's Total Proposed Price		100	70	80

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.


SIGNATURE

8/14/2024
DATE

8/8/2024

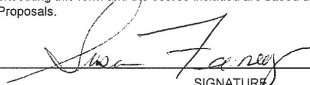
MDC011

**TITLE: Transportation Screening Equipment and Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER NAME: Susan Feeney

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Leidos, Inc.	Vertex Aerospace LLC
Proposer's relevant experience, qualifications, and past performance		350	350	350
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		300	280	280
Proposer's Approach to Providing the Services, including Management, Operations and Maintenance		50	45	50
Proposer's Financial Capacity		50	50	40
Proposer's Transition Plan and Implementation of Timeline		125	112	119
Small and local business utilization and project labor requirements		25	25	20
Proposer's Total Proposed Price		100	92	95

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.


SIGNATURE

8/14/24
DATE

8/8/2024

MDC012

**TITLE: Transportation Screening Equipment and Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER NAME: Lokhman Kamaruddin

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Leidos, Inc.	Vertex Aerospace LLC
Proposer's relevant experience, qualifications, and past performance		350	330	320
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		300	290	270
Proposer's Approach to Providing the Services, including Management, Operations and Maintenance		50	49	49
Proposer's Financial Capacity		50	48	42
Proposer's Transition Plan and Implementation of Timeline		125	120	120
Small and local business utilization and project labor requirements		25	24	10
Proposer's Total Proposed Price		100	95	75

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

8/8/2024

SIGNATURE

DATE

MDC013

**TITLE: Transportation Screening Equipment and Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER NAME: John Pokryfke

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Leidos, Inc.	Vertex Aerospace LLC
Proposer's relevant experience, qualifications, and past performance		350	330	350
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		300	275	275
Proposer's Approach to Providing the Services, including Management, Operations and Maintenance		50	40	45
Proposer's Financial Capacity		50	50	50
Proposer's Transition Plan and Implementation of Timeline		125	125	125
Small and local business utilization and project labor requirements		25	25	18
Proposer's Total Proposed Price		100	100	90

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

8/8/2024



SIGNATURE

8/14/24

DATE

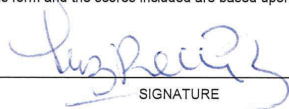
MDC014

**TITLE: Transportation Screening Equipment and Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER NAME: Luz Bellis

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Leidos, Inc.	Vertex Aerospace LLC
Proposer's relevant experience, qualifications, and past performance		350	300	250
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		300	300	200
Proposer's Approach to Providing the Services, including Management, Operations and Maintenance		50	50	30
Proposer's Financial Capacity		50	50	35 + B
Proposer's Transition Plan and Implementation of Timeline		125	125	100
Small and local business utilization and project labor requirements		25	25	10 + B
Proposer's Total Proposed Price		100	80	85 + B

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.


SIGNATURE

8/14/24
DATE

8/8/2024

RFP No. EVN0000402
TITLE: Transportation Screening Equipment and Services
EVALUATION OF PROPOSALS

Evaluation of scores (Variance)

FIRM'S NAME	EVALUATION CRITERIA	Maximum Points Per Member	Committee Members					Average	Low Disparity	High Disparity
			Maurice Jenkins	Susan Feeney	Lokhman Kamaruddin	John Pokryfke	Luz Bellis			
Leidos, Inc.	Proposer's relevant experience, qualifications, and past performance	350	320	350	330	330	300	326.00	218.42	433.58
	Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	300	250	280	290	275	300	279.00	186.93	371.07
	Proposer's Approach to Providing the Services, including Management, Operations and Maintenance	50	40	45	49	40	50	44.80	30.02	59.58
	Proposer's Financial Capacity	50	50	50	48	50	50	49.60	33.23	65.97
	Proposer's Transition Plan and Implementation of Timeline	125	95	112	120	125	125	115.40	77.32	153.48
	Small and local business utilization and project labor requirements	25	20	25	24	25	25	23.80	15.95	31.65
	Price	100	70	92	95	100	80	87.40	58.56	116.24
Vertex Aerospace LLC	Proposer's relevant experience, qualifications, and past performance	350	300	350	320	350	250	314.00	210.38	417.62
	Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	300	270	280	270	275	200	259.00	173.53	344.47
	Proposer's Approach to Providing the Services, including Management, Operations and Maintenance	50	40	50	49	45	30	42.80	28.68	56.92
	Proposer's Financial Capacity	50	45	40	42	50	35	42.40	28.41	56.39
	Proposer's Transition Plan and Implementation of Timeline	125	100	119	120	125	100	112.80	75.58	150.02
	Small and local business utilization and project labor requirements	25	15	20	10	18	0	12.60	8.44	16.76
	Price	100	80	95	75	90	85	85.00	56.95	113.05



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, 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 *Daniella Lome Can* Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(4)
1-22-25

RESOLUTION NO. _____ R-3-25

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0000402 TO LEIDOS, INC. FOR TRANSPORTATION SCREENING EQUIPMENT AND SERVICES IN A TOTAL AMOUNT NOT TO EXCEED \$35,878,426.00 FOR A SEVEN-YEAR TERM FOR THE MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

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

Section 1. This Board approves award of Contract No. EVN0000402 to Leidos, Inc., in substantially the form attached and made a part hereof, for Transportation Screening Equipment and Services, in a total amount not to exceed \$35,878,426.00 for a seven-year term for the Miami-Dade Aviation Department.

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

The foregoing resolution was offered by Commissioner **Eileen Higgins**, 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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 22nd day of January, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray
Angela F. Benjamin

Transportation Screening Equipment and Services
Contract No. EVN0000402

THIS AGREEMENT for the provision of Transportation Screening Equipment and Services, made and entered into as of this _____ day of _____ by and between Leidos, Inc., a corporation organized and existing under the laws of the State of Virginia, having its principal office at 1750 Presidents Street, Reston, Virginia 20190 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide transportation screening equipment and services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0000402 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated April 8, 2024 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such transportation screening equipment and 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 word "Agreement" or "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and (vi) Contractor's Proposal.
- b) The word "Airport" or acronym "MIA" to mean Miami International Airport.
- c) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- d) The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- e) The words "Contract Effective Date" to mean the date on which this Agreement is effective on the date identified on the first page of this Agreement.
- f) 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.
- g) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- h) The word "Contractor" to mean Leidos, Inc. and its permitted successors.
- i) The word "Days" to mean calendar days.
- j) 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.

- k) The words "Department" or acronym "MDAD" shall mean the Miami-Dade Aviation Department. Wherein in this Contract document, rights are reserved to the County, MDAD may exercise such rights.
- l) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- m) The word "Donor" to mean the County as represented by MDAD whereby once all the TSE is installed, tested, and ready for operation, MDAD will submit to TSA an Offer Letter which will initiate the transfer of ownership from MDAD to TSA. Upon approval, the TSA will respond to MDAD with an Acceptance Letter. This Offer and Acceptance process completes the transfer of ownership from MDAD to the TSA.
- n) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
- o) 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.
- p) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- q) The word "Neurodivergent" shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia and other learning disabilities.
- r) The words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- s) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- t) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- u) The words "Service" or "Services" to mean the provision of transportation screening equipment and services in accordance with the Scope of Services.
- v) 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.
- w) The words "Work" "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract. This includes the services, functions, responsibilities, activities, tasks, work product and projects to be performed and developed by Contractor as set forth in this Agreement and any Statement of Work

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 62, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0000402 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by 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 identified on the first page of this Agreement and shall continue through the last day of the 84th 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
Aviation Department
Attention: Patricia Gomez
Phone: (305) 717-3112
E-mail: pgomez@flymia.com

and

- b) to the Contract Manager:

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

(2) To the Contractor

Attention: Legal Department
Phone: (301) 892-0710
E-mail: robert.l.morgan@leidos.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

With respect to travel costs and travel-related expenses, where allowed, 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. LIVING WAGE

Not applicable.

ARTICLE 9. PRICING

Unless otherwise provided for in this Contract, initial prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to **Appendix B - Price Schedule**; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof. The Contractor agrees that the prices, as detailed in the **Appendix B - Price Schedule**, include:

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

ARTICLE 10. 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 - Price Schedule**. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

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

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

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

ARTICLE 11. INDEMNIFICATION

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.

ARTICLE 12. INSURANCE

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$500,000* per occurrence for bodily injury and property damage.

*Under no circumstances can the Contractor be on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Risk Management Office.

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 13. PERFORMANCE AND PAYMENT BOND

The Contractor shall duly execute and deliver to the County a Performance and Payment Bond in an amount that represents 100% of the total contract price. The Performance and Payment Bond Form **supplied by MDAD** shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within the time frame agreed by the Contractor and County Department after formal notice of award. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000.00 or less, the bond provisions of Section 287.0935, Florida Statutes (2007) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
1. The surety company is licensed to do business in the State of Florida;
 2. The surety company holds a certificate of authority authorizing it to write surety bonds in this state;

3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

ARTICLE 14. 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 15. 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 16. 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 17. DISPUTE RESOLUTION PROCEDURE

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

make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

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

ARTICLE 18. 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 19. 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 20. 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 21. SUBSTITUTION OF PERSONNEL

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

ARTICLE 22. 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 23. 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 24. 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 25. 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 26. 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 27) and fails to cure said Event of Default (as delineated below in Article 28), 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 26(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 27. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;

- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 40.
- 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 28. 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 29. 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 30. PATENT AND COPYRIGHT INDEMNIFICATION

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

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

ARTICLE 31. 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 32. 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 33. PROPRIETARY RIGHTS

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

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

ARTICLE 34. 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**

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

ARTICLE 35. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change

orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

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

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

ARTICLE 36. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

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

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

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

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

ARTICLE 37. NONDISCRIMINATION

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

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

ARTICLE 38. 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 39. 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 40. 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 41. 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 42. COUNTY USER ACCESS PROGRAM (UAP)

Not applicable.

ARTICLE 43. 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 44. LIENS

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

ARTICLE 45. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 46. 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 47. 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 48. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER

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

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

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

ARTICLE 49. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS

Not applicable.

ARTICLE 50. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE

Not applicable.

ARTICLE 51. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

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

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

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

ARTICLE 52. POURING RIGHTS

Not applicable.

ARTICLE 53. SURVIVAL

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

ARTICLE 54. WARRANTY

- a) Manufacturer's Standard Warranty - In addition to all other warranties that may be supplied by the manufacturer, the Contractor shall warrant its TSE and services against faulty labor and/or defective material, for a minimum period of one (1) year from time of acceptance by the County, or the manufacturer's standard warranty, whichever is longer. This warranty requirement shall remain in force for the full warranty period; regardless of whether the Contractor is under contract with the County at the time of any defect.
- b) Pre Preventive and Corrective Maintenance Warranty – The Contractor shall provide four (4) years of maintenance service as detailed in ***Exhibit B – Warranty Requirements** for the TSE to meet TSA requirements under the authorizing TSA Acquisition Program. *Note: Within this document, the word "Donor" refers to the County and the words "Maintenance Contractor" refers to the Contractor as defined in herein.

ARTICLE 55. ADDITIONAL SERVICES

The County may, at its option, add new services, equipment, or products to the contract. Should the County determine that any such needs to be added, a request for a detailed Scope of Work, where applicable, and pricing will be obtained from the Contractor. The hourly rates for pricing shall be in accordance with Appendix B - Price Schedule, Additional Services. The County reserves the right to award these services, equipment, or products to the Contractor or to acquire any through a separate solicitation or other procurement method. In the event that the County opts to proceed with the purchase, an amendment will be mutually agreed upon by the parties and executed in writing via a Supplemental Agreement to the Contract.

ARTICLE 56. ALLOWANCE ACCOUNT

Allowance accounts have been established for the following contingencies:

- a) Most recent model(s): A dedicated allowance account in the total not-to-exceed amount of \$5,000,000 to pay for additional costs in the event that a newer or upgraded model of any awarded TSE model is available prior to installation in accordance with Article 61 herein, and
- b) Additional Services, Equipment, or Products: A general allowance account of ten percent (10%) of the project base estimate amount, in the total not-to-exceed amount of \$2,807,130 to pay for the as needed purchase of additional services, equipment, or products in accordance with Article 55 herein.

Any Allowance Account expenses shall be approved by the County in advance and authorized by a purchase order, unless otherwise provided for in this Contract. Any portion of the aforementioned not-to-exceed amount for which payment is not authorized in writing by the Project Manager shall remain the property of the County. The Contractor shall have no entitlement to any of these funds. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this account remain the property of the County. When Service is to be performed under Allowance Account, if any, it shall be integrated into the Agreement as a part of the Agreement as awarded.

ARTICLE 57. MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP

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

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

ARTICLE 58. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Attachment B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions.

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

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

accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
 - All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ARTICLE 59. FORCE MAJEURE

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

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

ARTICLE 60. TRUST AGREEMENT

- a) **Incorporation of Trust Agreement by Reference:** Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement ([link below](#))

dated as of the 15th day of December, 2002 as amended from time to time, by and between the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

The Amended and Restated Trust Agreement:

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

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

ARTICLE 61. PRICE ADJUSTMENT FOR TRANSPORTATION SCREENING EQUIPMENT

The County may reimburse the Contractor for additional costs of a newer or upgraded model of any awarded TSE as stated in **Appendix B – Price Schedule** in the event that such becomes available prior to installation. Should the County opt to proceed with the purchase of newer or upgraded model(s), an amendment will be mutually agreed upon by the parties and executed in writing.

ARTICLE 62. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: Robert L. Morgan III

Name: Robert L. Morgan III

Title: Sr. Contracts Manager

Date: 11/5/2024

Attest: Ramune M. Kligys
Corporate Secretary/Notary Public

By: _____

Name: for
Daniella Levine Cava

Title: Mayor

Date: _____

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Corporate Seal/Notary Seal



Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES**2.1 GENERAL**

This project is a collaboration between MDAD and the TSA for the Acquisition Program Management Capability Acceptance Process (CAP) that will enable MDAD to upgrade and improve multiple security screening checkpoints throughout the Miami International Airport (MIA). Project plans and designs have been established and approved by the TSA. Infrastructure upgrades, including electrical and communication cabling to support the proposed checkpoint TSE will be designed and installed prior to initiating work on this contract and are not included in this contract.

NOTE: In due course, the County will ultimately donate the TSE to the TSA which is authorized under the Aviation and Transportation Security Act (ATSA, 49 USC § 106 (l) and (m) via § 114 (m)) to accept and use services, supplies, equipment, personnel, and facilities from any public or private source.

2.2 SCOPE OF WORK

The Contractor must only use Original Equipment Manufacturer (OEM) certified technicians for TSE installation to perform the work specified in this Solicitation. No exceptions.

Work will consist of procurement of TSA-approved TSE, deployment, relocation and decommissioning of security checkpoint TSE at MIA and will include on-site coordination, surveys, design support, planning, coordination and execution of screening equipment removals, installations and testing throughout the term of the contract, including the operational turn-over of the TSE, as further described in this Solicitation. The Contractor shall provide all labor, materials and incidentals required to perform on this contract.

Work will be phased across multiple security checkpoints over a multi-year term. Each security checkpoint will have a unique project schedule requiring individual start and completion dates. This contract will have time periods in which no TSE activity will be required due to the building of infrastructure at the checkpoint(s) which will be done under a separate contract. Refer to Exhibit 1 - MIA Security Checkpoint Equipment Replacement Schedule.

Work at each security checkpoint will include relocating all TSE including peripheral equipment such as barriers, cabinets, supervisor desks, furniture, fixtures, and equipment (FF&E), etc. Refer to Exhibit 2 – Equipment List Per Checkpoint for the quantities and configurations of the TSE to be removed, relocated and installed.

2.3 ACCEPTABLE CAPABILITY LIST (ACL)

Contractor must provide TSE, which is approved on the TSA Acceptable Capability List (ACL), as amended, at the time of Proposal submittal, no exceptions. The ACL serves as the TSA's official list of *Capability or TSE that TSA is able to accept for purpose of this Solicitation. Refer to the Capability Acceptance Process Acceptable Capability List (link) at https://www.tsa.gov/sites/default/files/cap_acceptable_capability_list.pdf for additional information. *Note: Within this document, Capability and TSE are considered synonymous. The TSA reserves the right to add or remove any Capability from the ACL at any time.

2.4 TRANSPORTATION SCREENING EQUIPMENT (TSE)

The Contractor shall propose, purchase, and install the most recent model of TSE, as amended by TSA in the ACL and shall provide such TSE at the quantities stated in Exhibit 3. The Contractor shall be responsible for soliciting pricing from and must have the ability to purchase from the listed Original Equipment Manufacturer (OEM) or OEM-authorized distributor/reseller (if applicable). Refer to Section 2.17 – Equipment Shall Be Most Recent Model Available herein for additional information.

2.5 CHECKPOINT RELOCATION AND DEPLOYMENT SERVICES

The Contractor shall provide all checkpoint deployment services to include some, or all, of the following activities: project management, site lead services, site survey/validation, design support, logistics (e.g., ship, rig, etc.), equipment decommissioning, equipment relocation, equipment installation, site restoration, TSA testing procurement, test coordination, maintenance, and close out.

The Contractor shall use an OEM certified technician(s) when handling, installing, relocating, and decommissioning the equipment as outlined in this Solicitation.

2.6 SITE LEAD SUPPORT

The Contractor shall provide site-leads for all phases of the project. The site lead support shall include, but is not limited to, the following:

- 2.6.1. Provide project planning, coordination and technical advice to facilitate checkpoint security screening equipment installation, removal and relocation.
- 2.6.2. Be required to obtain and maintain, for the life of the project, an airport badge with escort privileges for the airport as required by MDAD.
- 2.6.3. Coordinate and attend meetings between MIA personnel and all project stakeholders.
- 2.6.4. Coordinate, monitor and report project schedule activities and execution between stakeholders.
- 2.6.5. Assess progress against the project schedule and report any variances that may create risk to schedule, cost, or performance of the project's critical path.
- 2.6.6. Track project activities related to installation of checkpoint security screening equipment to ensure timely delivery and installation of equipment to the site.
- 2.6.7. Coordinate shipments of screening equipment with peripherals and FF&E with all project stakeholders.
- 2.6.8. Provide on-site support during the delivery, rigging, placement and removal of screening equipment and ensure all TSA and OEM guidance for cleaning and packaging of equipment is followed.
- 2.6.9. Provide pictures of before and after checkpoint deployment.
- 2.6.10. Support scheduling activities for the Operational Readiness Test (ORT), Site Acceptance Test (SAT), and Integrated Site Acceptance Test (ISAT).
- 2.6.11. Coordinate the removal or disposal, including, when practicable, reuse, reutilization, and recycling of excess equipment as directed by MDAD Project Manager and TSA at Miami International Airport. Properly dispose of any and all hazardous waste resulting from a maintenance action (e.g., lead curtains, batteries, etc.) in accordance with and as defined by 40 CFR Parts 260, 261, and 263.
- 2.6.12. Ensure completion of the decommission checklist by the OEM technician, or OEM certified technician, at the time of decommission.
- 2.6.13. Coordinate and oversee the removal of dunnage from the checkpoint and ensure the space is ready for live passenger screening at the completion of work.
- 2.6.14. CAP documentation is completed and submitted as required.

2.7 PLANNING, SURVEY, AND DESIGN

2.7.1 Planning:

- a) The Contractor shall participate in planning calls and meetings prior to beginning work at each checkpoint. The Contractor shall participate in all project meetings. Typically, a weekly call is held to update all parties on the progress of each deployment location. Calls will start approximately six (6) weeks in advance of site activity. The Contractor shall have the site lead identified and available to participate in site activities at that time.
- b) The Contractor (typically the site-lead) shall provide an accurate status update and answer any questions that may arise.
- c) The Contractor shall provide input and support during schedule planning and efficiency recommendations during project planning.

2.7.2 Site Surveys and Site Validation:

- a) The Contractor shall perform site surveys and site validations to confirm the approved design is followed and the infrastructure (electrical and data) is ready for installation.
- b) During site surveys, the Contractor shall collect and document all of the site specific information needed to complete the successful checkpoint screening equipment upgrade. This includes but is not limited to: badging requirements,

permitting requirements, rigging paths, allowed working hours, details of existing equipment, existing electrical and data and other design/scope concerns. The Contractor shall note and discuss any changes required to the existing plans for the new checkpoint and document any required revisions that will affect the Scope of Services.

- c) During the site survey, the Contractor shall determine all requirements to begin site preparation, such as: 1) airport/engineering department review and approval; 2) airport applications and permits; 3) insurance, bonding, and certifications; 4) testing requirements; and 5) local trade permits, seismic requirements, and any site specific requirements.

2.8 SITE PREPARATION

The Site Preparation will be performed under a different contract and is **not** included in this Solicitation. Site preparation includes the "infrastructure project" which would set up the areas for the equipment installation beforehand and may require construction work which will be performed by a licensed contractor. MDAD will work closely with the Contractor to maximize coordination and schedule to ensure sites are prepared as planned.

2.9 SHIPPING AND RIGGING

In accordance with the approved equipment list, per the ACL, and requirements for moving FF&E, the Contractor shall:

- 2.9.1** Compile the property management requirements documentation for the TSA reflecting those assets being relocated, decommissioned, or installed per site (i.e. Requirements Management Advisory Group (ReMAG) documentation) and submit to the authorizing party for the CAP Program.
- 2.9.2** Ship, deliver, and rig into place the checkpoint security screening equipment, peripherals, and FF&E equipment in accordance with OEM guidelines and industry best efficiency and safety practices. The Contractor shall coordinate with MDAD and the OEM to verify the shipment and delivery schedule of all screening equipment for the project.
- 2.9.3** Arrange for storage of all new checkpoint security screening equipment, peripherals, and FF&E at a local rigger's staging facility (RSF) until the equipment can be delivered to its final destination in the terminals. The local RSF should be available 24 hours a day to meet the needs of the scheduled deployment timeframe.
- 2.9.4** Ship and deliver all decommissioned checkpoint security screening equipment, peripherals, and FF&E to the TSA warehouse in Texas, unless otherwise required by MDAD and TSA. The Contractor shall report to MDAD Project Manager the RSF closeout once the project is completed.
- 2.9.5** Shall be responsible for the disposal including, when practicable, reuse, reutilization, and recycling of all excess shipping and crating materials, as approved by MDAD.

2.10 INSTALLATION AND DECOMMISSIONING CHECKPOINT SECURITY SCREENING EQUIPMENT

- 2.10.1** Whenever possible, the Contractor shall perform rigging, installation and removal of equipment between the hours of 11:00 PM to 4:00 AM based on checkpoint availability. All Work will be coordinated with MDAD Project Manager. Contractor shall not be held responsible for delays outside of its control; however, Contractor shall assist MDAD in the coordination and installation of the equipment included as part of the scope of the Contractor's services to the extent that it is defined in this agreement.
- 2.10.2** The Contractor shall be responsible for installation/removal activities necessary to support placing or removing security screening equipment, peripherals, and FF&E in their final operational configuration.
- 2.10.3** The Contractor shall subcontract to the OEM or utilize a technician with an OEM certification that is current during the performance of the work to install checkpoint security screening equipment in accordance OEM installation guides and approved designs, while incorporating industry best efficiency and safety practices.
- 2.10.4** The Contractor shall coordinate all decommissioning activities for equipment that will be removed from the airport. Each TSE has a specific decommissioning process and checklist.
- 2.10.5** When the equipment is being de-installed as code X ((only the Advanced Technology (AT)) X-Ray systems can be Code X), a full decommissioning will not be required. The equipment will still need to be packaged, rigged, and shipped to a location provided by TSA.
- 2.10.6** The Contractor shall follow all TSA and OEM guidance for cleaning, packaging, and shipping screening equipment. The Contractor shall package or crate all screening equipment in a manner that prevents damage while in transit. The Contractor shall be responsible for all screening equipment, peripherals, and FF&E damages.
- 2.10.7** Checkpoint security screening equipment includes, but is not limited to, the following:
 - a) Advanced Imaging Technology (AIT)

- b) Advanced Technology (AT) x-rays
- c) Credential Authentication Technology (CAT)
- d) Explosives Trace Detection (ETD)
- e) Bottled Liquid Scanner (BLS)
- f) Walk Through Metal Detectors (WTMD)
- g) Computed Tomography (CT)
 - o Checkpoint Property Screening System (CPSS) Base, Mid and Full-size lanes

2.11 TESTING

- 2.11.1** The Contractor is responsible for materials and TSA testing costs, shall utilize a TSA-approved third party test contractor (currently Analytical Services & Materials, Inc., Black Diamond Consulting, and Battelle), and shall coordinate testing activities. The TSA-approved test contractor will provide reporting directly to the TSA and maintain test responsibility per TSA specifications.
- 2.11.2** The TSA-approved test contractor shall perform the following tests as required by TSA:
- a) Factory Acceptance Test (FAT)
 - b) Site Acceptance Test (SAT)
 - c) Integrated Site Acceptance Test (ISAT)
- 2.11.3** The Contractor shall witness ORT, RAT (Radiological Acceptance Testing), SAT (non-integrated installations) and ISAT (for integrated units) testing and validation.
- a) Operational Readiness Test – test performed after a relocation for most equipment except for ETD and BLS
 - b) Relocation Acceptance Test – test performed on ETD and BLS after a relocation
 - c) Site Acceptance Test – test performed in coordination with the TSA acceptance test contractor upon the first installation of screening equipment at an airport site
 - d) Integrated Site Acceptance Test – test performed following a SAT in coordination with the TSA acceptance test contractor for AT or CT systems with automated conveyance systems.

2.12 SITE RESTORATION AND PROJECT CLOSEOUT

- 2.12.1** Upon completion of relocations, installations, decommissioning and testing activities, the Contractor shall ensure restoration of the site to the same or better condition as when the installation and/or decommissioning began. When the Contractor is installing or removing equipment, the Contractor shall ensure that the site is free of debris, restored and ready for normal operations. The Contractor is responsible for protecting existing infrastructure and disposing of crating materials.
- 2.12.2** The Contractor shall provide support to close-out projects. Close-out documents include but are not limited to:
- a) Verification and status of all test reports performed by the Contractor and the TSA test contractor. Test results may be submitted directly to TSA.
 - b) Documentation and reports required to support MDAD's requests for authorization to commence screening operations.
 - c) Decommission checklists
 - o Pictures of work completed
 - d) CAP Program submittals, as requested by MDAD
 - e) Close out checklist
 - f) Any adjustments to machines will be made using MDAD provided CAD files.

2.13 CREDENTIALING / BADGING/ PARKING

Contractor shall be subject to all MDAD requirements, U.S. Transportation Security Administration (TSA), and U.S. Customs and Border Protection (CBP) mandates, pertaining to the issuance of airport identification badges, including: personnel completion of the Security Identification Display Area (SIDA) training conducted by MDAD, and respective background checks required by the TSA and CBP Unescorted Access Privilege Rule. Contractor shall be required to conduct background investigations and to furnish certain data on such personnel before issuance of such ID badges, which data may include

fingerprinting applicants for such badges. All personnel working need to be badged before work commences. Badges must be displayed at all times. The fee for ID badges/background checks is approximately \$58.00 per employee biannually. Parking for the Contractor, its staff and any Subcontractors shall be provided at the Contractor's expense. The current rates per decal are as follows: Four (4) months – Fee of \$120; Eight (8) months – Fee of \$240; Twelve (12) months – Fee of \$360. Rates are subject to change. Updated rates are published at <http://www.miami-airport.com/airport-parking.asp#short>.

2.14 ACCEPTANCE

When all requirements and conditions stated in this Solicitation have been met, including correcting deficiencies (if any), the TSE will be accepted and dated by the County within five (5) business days.

After award, if the Contractor's TSE is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the TSE will be returned to the Contractor at their expense. At its sole option, MDAD will notify the Contractor to either provide a replacement for the TSE or a full credit for the returned TSE. The Contractor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

If the Contractor fails to provide the replacement TSE within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the TSE from another vendor and charge the Contractor for any additional costs that are incurred by the County for this System; either through a credit memorandum or through invoicing.

2.15 ADDITIONAL SERVICES

Additional services, equipment or products may be purchased during the term of the Contract, including any extension(s). In the event the County wishes to purchase such, a County representative will contact the Contractor to obtain a price proposal, including a detailed Scope of Work where applicable. In the event that the County opts to proceed with the purchase, an amendment will be mutually agreed upon by the parties and executed in writing via a Supplemental Agreement to the Contract.

NOTE: Refer to Article 55 of the Form of Agreement for additional information.

2.16 WARRANTY

2.16.1 Manufacturer's Standard Warranty - In addition to all other warranties that may be supplied by the manufacturer, the Contractor shall warrant its TSE and services against faulty labor and/or defective material, for a minimum period of one (1) year from time of acceptance by the County, or the manufacturer's standard warranty, whichever is longer. This warranty requirement shall remain in force for the full warranty period; regardless of whether the Contractor is under contract with the County at the time of any defect.

2.16.2 Preventive and Corrective Maintenance Warranty – The Contractor shall provide four (4) years of maintenance service for the TSE to meet TSA requirements under TSA's Acquisition Program.

NOTE: Refer to Article 54 of the Form of Agreement for additional information.

2.17 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE

Contractor shall provide TSE that is the most recent model(s) available at the time of installation. Any optional components which are required in accordance with the requirements herein shall be considered standard equipment for the resultant Contract.

NOTE: Refer to Article 56 and Article 61 of the Form of Agreement for additional information.

2.18 PRICES

The prices shall be in accordance with **Appendix B – Price Schedule**, and shall be deemed to provide full compensation to the Contractor inclusive of labor, materials, mobilization/demobilization, travel, fuel, fees and any other element, cost or price.

NOTE: Refer to Article 9 of the Form of Agreement for additional information.

2.19 TRANSITION AND IMPLEMENTATION

The Contractor shall provide a Transition Plan, including a timeline schedule commencing post Contract award with specific tasks and an estimate of the steps and duration required for the implementation of the Services. The Transition Plan will be reviewed and finalized upon MDAD's approval.

2.20 STORAGE OF MATERIALS AND EQUIPMENT

Materials shall be so stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with MDAD's Project Manager. Materials shall be stored on Owner property or in approved bonded warehouse(s); materials stored within the airport limits shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft, vehicles, or airport operations. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the MDAD's Project Manager.

APPENDIX B – PRICE SCHEDULE**A. PRICING:**

The Contractor shall state its price for providing all TSE and services as stated in Section 2.0 Scope of Services.

**TOTAL PRICE FOR TRANSPORTATION
SCREENING EQUIPMENT AND SERVICES**

\$28,071,295.21

Note: A milestone payment schedule (including timeline) will be negotiated with the Contractor and based upon project milestones and deliverables (e.g., Checkpoint Relocation, Deployment Services, County's final acceptance of deliverables, Preventative and Corrective Maintenance Warranty, etc.). The total of the contract should be equivalent to the total of Section B (which consists of all total extended prices of Table 1). The County will consider the breakdown of prices set forth below but is not obligated to directly adhere to breakdown for milestone and deliverable payments.

B. BREAKDOWN OF PRICE:**Transportation Screening Equipment (TSE) Pricing**

The Contractor shall state its price for providing all TSE as stated in Section 2.4 of this Solicitation. Unit price for each type of TSE is a flat, fixed price, which shall include all costs associated to provide the equipment. The Contractor may invoice equipment received at a bonded warehouse as further described in Appendix A, Section 2.20.

Total Price for TSE (Table 1)		
Quantity	Type of TSE	Unit Price
13	Checkpoint Property Screening System (CPSS) – Full Size Lanes	\$ 894,497.35
6	Checkpoint Property Screening System (CPSS) – Mid Size Lanes	\$ 435,035.79
2	Checkpoint Property Screening System (CPSS) – Base Size Lanes	\$ 390,927.68
5	Advanced Imaging Technology (AIT)	\$ 166,859.54
2	Walk-thru Metal Detectors (WTMD)	\$ 16,082.38
9	Credential Authentication Technology (CAT)	\$ 57,172.40
9	Boarding Pass Scanners (BPS)	\$ 2,419.47
2	Explosion Trace Detectors (ETD)	\$ 35,754.51
2	Bottled Liquid Scanners (BLS)	\$ 35,292.09

Checkpoint Relocation and Deployment Services

The Contractor shall state its price for providing all TSE as stated in Section 2.5 of this Solicitation. Total price for each Terminal Checkpoint is a flat, fixed price, which shall include all costs associated to provide the services.

Total Price for Checkpoint Relocation and Deployment Services (Table 2)	
Terminal D2 Checkpoint	\$ 484,006.44
Terminal F Checkpoint	\$ 587,434.90
Terminal G Checkpoint	\$ 341,040.43
Terminal J Central	\$ 476,791.47

Terminal J South	\$ 361,259.25
------------------	---------------

Site Lead Support, Planning, Survey, Design, Shipping, and Rigging

The Contractor shall state its price for providing all Site Lead Support, Planning, Survey, Design, Shipping, and Rigging Services as stated in Section 2.6, 2.7, and 2.9 of this Solicitation. Total price for each Terminal Checkpoint is a flat, fixed price, which shall include all costs associated to provide the services.

Total Price for Site Lead Support, Planning, Survey, Design, Shipping, and Rigging (Table 3)	
Terminal D2 Checkpoint	\$ 545,452.51
Terminal F Checkpoint	\$ 533,670.82
Terminal G Checkpoint	\$ 331,867.73
Terminal J Central	\$ 533,918.71
Terminal J South	\$ 386,179.31

Installation, Decommissioning, Testing, Site Restoration, and Project Closeout of Checkpoint Security Screening Equipment

The Contractor shall state its price for providing all Installation, Decommissioning, Testing, Site Restoration, and Project Closeout as stated in Section 2.10, 2.11 and 2.12 of this Solicitation. Total price for each Terminal Checkpoint is a flat, fixed price, which shall include all costs associated to provide the services.

Total Price for Installation, Decommissioning, Testing, Site Restoration, and Project Closeout of Checkpoint Security Screening Equipment (Table 4)	
Terminal D2 Checkpoint	\$ 384,189.64
Terminal F Checkpoint	\$ 399,281.88
Terminal G Checkpoint	\$ 235,984.13
Terminal J Central	\$ 322,539.87
Terminal J South	\$ 245,397.92

Preventative and Corrective Maintenance Warranty

The Contractor shall state its price for providing four (4) years of maintenance service for the TSE to meet TSA requirements under TSA's Acquisition Program as stated in Section 2.16.2 of this Solicitation. Total price for each maintenance year, shall include all costs associated to provide the services.

Total Price for Preventative and Corrective Maintenance Warranty (Table 5)	
Maintenance Warranty – Year 1	\$ 1,300,004.86
Maintenance Warranty – Year 2	\$ 1,321,648.34
Maintenance Warranty – Year 3	\$ 1,345,386.34
Maintenance Warranty – Year 4	\$ 1,369,822.52

C. ADDITIONAL SERVICES:**Hourly Rates by Classification for Additional Services**

Additional services may be required during the term of the resultant contract as specified in Section 2.15 of the solicitation. The Contractor shall state hourly rates by job classifications (state additional classifications proposing) for providing work on this contract.

1. Hourly Rates for Additional Services:

Classification	Rate Per Hour
System Integrator Project Manager	\$ 191.85
Field Superintendent	\$ 158.86

Notes:

1. Notwithstanding the hourly rates for Additional Services (Section C), the County reserves the right to negotiate the final pricing on a project-by-project basis, at the County's sole discretion.
2. Contractor's rates in Sections C for Additional Services shall be for the key personnel as identified in the Contractor's proposal.
3. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
4. Contractor's prices and rates in Sections A and B shall include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the County.