

Date: July 16, 2025

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

Agenda Item No. 8(P)(10)

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Resolution No. R-766-25

Subject: Recommendation for Approval to Award a Non-competitive Legacy Contract for Tour Andover BMS Maintenance Services

Summary

This item is for the purchase of an all-inclusive preventative maintenance program, including all repairs, parts, equipment, and labor for the Tour Andover Building Management System (BMS) used by the People and Internal Operations Department (PIOD) to control and monitor mechanical and electrical equipment installed at Miami-Dade County facilities. The services include a comprehensive program of preventative maintenance, emergency and support services, database protection and modifications, and software updates for all BMS equipment covered under this agreement. This contract also provides for necessary modernization of the BMS and replacement of equipment that needs to be updated, which will extend the life of the BMS for another 15 to 20 years.

Any vendor that services the BMS needs to have the expertise and authorization from the manufacturer to keep the BMS operating at optimal working conditions and to original equipment manufacturer standards. Advanced Controls Corporation, Inc. (ACC) is the sole authorized representative for all Miami-Dade County projects and services for Schneider Electric (Tour Andover) products. As such, ACC is the only vendor authorized to perform maintenance and provide software support to maintain the integrity and functionality of the BMS and ensure the safety and comfort of the occupants at each facility. A legacy contract is recommended because it is not practicable or economically beneficial to replace the existing system when the current system can be upgraded.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a non-competitive contract pursuant to Section 2-8.1(b)(2) of the Miami-Dade County Code (Code) and approve award of *Legacy Contract No. L-10550, Tour Andover BMS Maintenance Services*, to ACC in the amount of \$5,516,335 for a five-year term and one, five-year option to renew for PIOD, to include the modernization. This contract will replace *L9240-9/25* approved by the Board via Resolution No. R-627-16 on July 6, 2016, in the amount of \$2,651,000. The contract was subsequently modified for additional expenditure under delegated authority.

Background

This contract provides a comprehensive program of preventive maintenance, emergency and support services, database protection, software updates, and modernization of BMS equipment at the Overtown Transit Village (OTV) North and South buildings. While similar system options may be available from other vendors, replacing such a large and integrated system would be cost prohibitive. Additionally, the County would still require a maintenance plan to protect and service the BMS, which are usually proprietary and require authorized service agreements to operate.

Based on current estimates, replacing a system of this magnitude would cost over \$3 million for both buildings, excluding the Variable Frequency Drives (VFDs) required. Replacing the VFDs could add an additional \$1 million to the overall replacement cost, for an approximate total cost of \$4 million. Moreover, the new BMS would also require a maintenance service contract with an estimated cost of \$3.7 million to protect the investment.

The current Andover Continuum systems in the OTV North and South buildings are out of manufacturer support and are falling behind on necessary security measures, making them vulnerable to modern cybersecurity threats. The modernization will cost \$820,045, in addition to the ongoing comprehensive maintenance costs. Given the significant costs to replace the BMS and then further maintain the system, a legacy purchase is recommended as it would not be practical or economically beneficial to replace the system now when the current system, after the modernization, will perform as required. The existing BMS has been in operation since 2009 and, with the upgrade, it is expected to be operational for the next 15 to 20 years.

Accordingly, it is in the County's best interest to award this legacy contract pursuant to Section 2-8.1(b)(2) of the Code to purchase an all-inclusive preventative maintenance program, including all repairs, parts, equipment, and labor, including Schneider Electric's building management platform modernization to the Tour Andover BMS which controls these two facilities for PIOD.

Scope

This contract is for two County facilities, the North and South buildings at the Overtown Transit Village, located in Commission District 3, which is represented by Commissioner Keon Hardemon.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is \$2,792,946, including \$820,045 for modernization. Should the County choose to exercise, at its sole discretion, the five-year option to renew, the estimated cumulative value will be \$5,516,335, including a 10% contingency for additional support, parts, and services. The current contract is valued at \$2,959,597 for a ten-year term and expires on September 30, 2025. The annualized allocation under the proposed contract is 46% higher than the current contract due to current market conditions, increased cost of labor, plus the cost of the modernization. Through negotiations, staff was able to reduce the annual cost and modernization by over 15 percent (\$1,036,401).

Department	Allocation	Funding Source	Contract Manager
PIOD	\$5,516,335	Internal Service Funds	Lashonne Williams-Canty
Total	\$5,516,335		

Track Record/Monitor

Jessica Tyrrell of the Strategic Procurement Department (SPD) is the Deputy Director.

Delegated Authority

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

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the recommended vendor does not have a local address as the services required are not available from local firms.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Advanced Controls Corporation, Inc.	6001 NE 14 Avenue Fort Lauderdale, FL	None	11 18.33%	Matthew Jones

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

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Pursuant to Resolution No. R-252-25, extensive efforts were made to identify any potential piggybacking opportunities prior to considering a non-competitive acquisition as a last resort. The recommended vendor was not identified on any active contracts that meet the scope of services required by the County. There are no comparable competitive contracts that could be accessed as this is a proprietary BMS. ACC is the single factory-authorized representative for the Tour Andover BMS.

Applicability of Ordinances and Contract Measures

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



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

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

DATE: July 16, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(10)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(10)
7-16-25

RESOLUTION NO. R-766-25

RESOLUTION APPROVING AWARD OF NON-COMPETITIVE LEGACY CONTRACT NO. L-10550 TO ADVANCED CONTROLS CORPORATION, INC. FOR THE PURCHASE OF TOUR ANDOVER BMS MAINTENANCE SERVICES IN A TOTAL AMOUNT NOT TO EXCEED \$5,516,335.00 FOR A FIVE-YEAR TERM AND ONE, FIVE-YEAR OPTION TO RENEW FOR THE PEOPLE AND INTERNAL OPERATIONS DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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

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

Section 1. This Board authorizes the award of a non-competitive legacy contract pursuant to section 2-8.1(b)(2) of the Miami-Dade County Code to Advanced Controls Corporation, Inc. in a total amount not to exceed \$5,516,335.00 for a five-year term and one, five-year option to renew for Contract No. L-10550, in substantially the form attached hereto and made a part hereof, for Tour Andover BMS Maintenance Services for the People and Internal Operations Department.

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

The foregoing resolution was offered by Commissioner **Marleine Bastien**, 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
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 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.

Eduardo W. Gonzalez

Tour Andover BMS Maintenance Services
Contract No. L-10550

THIS AGREEMENT for the provision of Tour Andover BMS Maintenance Services, made and entered into as of this 1st day of October 2025, by and between Advanced Control Corporation, a corporation organized and existing under the laws of the State of Florida, having its principal office at 6001 NE 14th Avenue, Fort Lauderdale, FL 33334 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement to provide parts, labor, preventative maintenance, emergency services as needed, software updates, and database protection for Tour Andover Building Management Systems (hereinafter referred to as the "BMS") from the Contractor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor desires to provide to the County such Tour Andover BMS Maintenance 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:

1. The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
2. The words "BMS Parts" to mean any small component or piece related to the BMS that is used to make key equipment functional.
3. The words "BMS Equipment" to mean any key/major component, or large part of the BMS, such as, but not limited to, the Controller or Actuator, without which the system would be completely inoperable.
4. 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.
5. The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
6. The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
7. The word "Contractor" to mean Advanced Controls Corporation and its permitted successors.
8. The words "Database Protection" to mean Contractor will back up system files and database during each scheduled inspection.
9. The word "Days" to mean calendar days.
10. 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.
11. 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
12. County.
13. The word "EBO" refers to Schneider Electric's EcoStruxure Building Operation building management platform.

14. The words "EBO BMS Modernization" refers to required, targeted modernizations to the existing Andover Building Management System in both the Overtown Transit Village (OTV1) North Building and Overtown Transit Village (OTV2) South Building such that Contractor can successfully perform the work required by the County under this Agreement.
15. The words "Emergency Labor Rates" to mean the hourly rates charged for additional services on requests that are solely deemed to be an emergency by an authorized County representative. These rates are only applicable for additional services outside normal business hours, on weekends, or holidays.
16. The words "Emergency Support Services" to mean emergency response between scheduled visits for unforeseen events or unanticipated work necessitating emergency service, which if not quickly corrected, may constitute a threat to life or property, as determined by the County. This may include, but not be limited to, telephone assistance, software services, and on-site technicians.
17. The words "Extra Work" or "Additional Work" to mean additions or modifications to the amount, type or value of the Services as required in this Contract, as directed and/or approved by the County.
18. 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.
19. 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.
20. The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
21. 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.
22. The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
23. The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
24. The words "Service" or "Services" to mean the provision of Tour Andover BMS Maintenance services in accordance with the Scope of Services.
25. The words "Service Documentation" or "Log" or "Check Chart" to mean Contractor will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification, and brief description of work. This documentation will be made available upon request.
26. 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.
27. The words "Telephone Assistance" to mean telephone support and troubleshooting, as needed, to maintain the existing system.
28. The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 49, 2) Appendix A, 3) Appendix B, and 4) Appendix C and any associated Exhibits thereof.

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 sixty (60) month, thereafter. The County, at its sole discretion, may renew this Contract for five (5) years. 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 People and Internal Operations Department (PIOD) Project Manager:
Miami-Dade County Internal Services Department
Facilities and Utilities Management Division
200 NW 1st Street
Miami, FL 33128

Attention: David Garcia
Phone: (305) 375-4217
Fax: (305) 375-4232
E-mail: dgarcia@miamidade.gov

- b) to the Contract Manager:

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

(2) To the Contractor

Advanced Controls Corporation
6001 NE 14th Avenue
Fort Lauderdale, FL 33334

Attention: Matt Jones, President
Phone: (954) 491-6660
Fax: (954) 491-6772
E-mail: mjones@advancedcontrolscorp.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/Services, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

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

ARTICLE 8. PRICING

The initial contract prices (ANNUAL CONTRACT COST, REGULAR LABOR RATE / HOUR, and EMERGENCY LABOR RATE / HOUR for "ADDITIONAL SERVICES AS NEEDED") shown in Appendix C will remain fixed and firm for a period of twelve (12) months from the Agreement's effective date. Thereafter, prices may be adjusted annually, upward or downward as follows:

The County may elect to negotiate price adjustments with the Contractor (decreases or increases) based on changes in the [Consumer Price Index for All Urban Consumers \(CPI-U\)](#), Series ID: **CUURS35BSA0, CUUSS35BSA0**, Titled All items in Miami-Fort Lauderdale-West Palm Beach, FL, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics (BLS). The **Base CPI Index** for adjustments will be the Index published by the BLS for the referenced CPI Series in the **month of January 2025 when the negotiated prices were concluded**. The Base Price and the Base CPI Index shall remain constant throughout the contract term and shall be the basis of all adjustments.

The period used to calculate the initial adjustment will begin in the month of the contract's effective date and will include as many months as have been published by the BLS at the time of the adjustment. If granted, the initial price adjustment should be effective in the contract's thirteenth (13th) month.

Should the referenced index be discontinued by the BLS, or should its data be unavailable, the County will use the [Consumer Price Index for All Urban Consumers \(CPI-U\)](#), Series ID: CUUR0300SA0, CUUS0300SA0, Titled: All items in South Urban, All Urban Consumers, Not Seasonally Adjusted. Price adjustments may also be based on other indexes published by the BLS (CPI or PPI) or other economic factors if these economic indicators are evidently proven to have directly affected the contract prices during the contract period.

It is the Contractor's responsibility to request any pricing adjustment under this provision. The contractor's request for adjustment should be submitted to the Strategic Procurement department.

Adjusted prices shall remain firm for at least twelve (12) months.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

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

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

The one-time charge for the EBO BMS Modernization as shown on Appendix C will be payable on the first invoice submitted by Contractor and approved by the County

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

- Electronic submission (preferred) to invsubp@miamidade.gov;

or

- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

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

Bill to:

For People and Internal Operations Department

Miami-Dade County
People and Internal Operations Department Attn: David Garcia
Overtown Transit Village
601 NW 1st Court
Miami, FL 33136
Email: dgarcia@miamidade.gov

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to **Miami-Dade County, Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987**, 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. including Products/completed operations and Personal & Adv injury. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile liability covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
4. Professional Liability in an amount not less than \$1,000,000 each claim \$2,000,000 aggregate covering claims arising out of the rendering or failure to render professional services or provision of products.

5. Cyber Liability for a minimum of \$1,000,000 each occurrence \$2,000,000 aggregate

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.

Miami-Dade County reserves the right, upon reasonable notice, to request and examine the policies of insurance (including but not limited to policies, binders, amendments, exclusions or riders, etc)

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

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

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

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

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

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the

termination and/or demotion of such Contractor's personnel.

- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or

anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

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

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

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date;
 - ii. the entire unpaid amount for the EBO BMS Modernization non-cancellable Deliverable; and
 - iii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County

or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

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

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County

for re-procurement of Services, including procurement and administrative costs; and

- c) such other direct damages.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

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

ARTICLE 29. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 30. PROPRIETARY RIGHTS

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

or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

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

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

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

b) Conflict of Interest and Code of Ethics

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

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

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

audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

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

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

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

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

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

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

- h) 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.
- i) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- j) 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).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Any other laws prohibiting wage rate discrimination based on sex.
- o) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

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

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

ARTICLE 34. NONDISCRIMINATION

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

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

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

ARTICLE 38. GOVERNING LAW

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

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

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

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

b) Joint Purchase

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

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 41. FORCE MAJEURE

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

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

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

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

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

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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

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

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the

Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

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

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

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

ARTICLE 45. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Exhibit 1 - Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 46. 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. The affirmation by the Contractor shall be in the form attached to this Contract as Exhibit 2 - Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

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.

ARTICLE 47. ADDITIONAL FACILITIES, SERVICES, AND/OR EQUIPMENT MAY BE ADDED

Although this contract identifies specific facilities, services, and BMS equipment, it is hereby agreed and understood that any County department, facility, service, or additional BMS equipment may be added to this contract at the option of the County. Contractor shall be invited to submit price quote(s), subject to negotiation, for any additional facilities and/or BMS equipment or services. Any awarded additional facilities, services, or BMS equipment shall be added to this contract by formal written modification of the Agreement.

ARTICLE 48. DELETION OF FACILITIES

- a) Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period;

- upon fourteen (14) calendar days written notice to the Contractor.
- b) Any facility/BMS equipment no longer needed will be formally deleted from the contract by formal Award Addendum of the contract agreement reflecting the deduction of the prorated amount for the deleted facility(ies) and/or BMS equipment.

ARTICLE 49. SURVIVAL

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

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

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

Contractor

Miami-Dade County

By:



Name:

David Jones

Title:

Vice President

Date:

3/20/2025

Attest:



Corporate Secretary/Notary Public



LAURA R. NOVAK
Notary Public
State of Florida
Comm# HH509374
Expires 4/16/2028

Corporate Seal/Notary Seal

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:

Approved as to form
and legal sufficiency


Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

The below Scope of Services is for all-inclusive preventative maintenance program, including all repairs, BMS Parts, BMS Equipment, and labor for the Tour Andover Building Management System (BMS) which controls Miami-Dade County facilities managed by PIOD and located at: 1) Overtown Transit Village (OTV1) North building, 701 NW 1st Court, Miami FL 33136, and 2) Overtown Transit Village (OTV2) South building, 601 NW 1st Court, Miami FL 33136. The all-inclusive approach will provide a comprehensive program of preventative maintenance, emergency and support services, database protection and modifications, and software updates for all BMS equipment covered under this agreement as listed in Appendix B – List of Equipment to be Maintained. And the EBO BMS Modernization as further detailed under Section 8 - EBO BMS Modernization, Scope, Schedule and Warranty.

The Contractor shall check for any system faults or problems and make repairs as necessary or as indicated by authorized County personnel to restore the system to full functionality.

The Contractor shall be solely responsible for all BMS Parts and BMS Equipment covered under this Agreement at no additional cost to the County.

SECTION 1. GENERAL WORK CONDITIONS

- The Contractor shall check, analyze, maintain, and repair the BMS Equipment as listed in Appendix B – List of Equipment to be Maintained at the minimum frequencies identified to ensure the highest possible efficiency of the BMS.
- All regular maintenance and repair work shall be performed during normal County work hours, Monday through Friday, 7:00 AM – 5:00 PM local time. Any work completed outside of the indicated working hours must have either been a declared emergency or pre-approved by the PIOD.
- Major repairs and shutdowns shall be coordinated with the PIOD and approved in advance by the Project Manager.
- Precautions shall be exercised at all times for the protection of persons and property. Contractor performing Services under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the aforementioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.
- Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.
- All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

SECTION 2. PREVENTATIVE MAINTENANCE

Contractor shall perform in accordance with a program of standard preventative maintenance routines as determined by equipment application and location, manufacturer's recommendations, OEM and/or industry standards, and County Project Manager, including but not limited to items described below, for the optimal maintenance of the BMS. No additional charges shall be submitted to the County for any service which should be a part of the regular preventative maintenance program. Contractor shall submit a schedule of preventative maintenance visits to the County Project Manager for informational purposes no later than thirty (30) days after receipt of County Notice to Proceed (NTP). The County may provide feedback on the schedule of preventative maintenance visits.

The services outlined below are to be included, at a minimum, as preventative maintenance to the County at least once every six (6) months:

Host Computer Workstation

- Check and set computer date / time;
- Check and set holiday schedule;
- Check and set daylight savings time;
- Check and set off normal points;
- Run "Scandisk" and "Disk Defrag," if required;
- Clean exterior surfaces;
- Backup data bases onto remote or external drive to be provided by contractor (two backup databases per calendar year must be stored by the Contractor);
- Complete report.

ACC Controller Taps / Modems

- Check operation of TAP and modem communication;
- Check all cables and connectors;

- Connect to all nodes on the Controller and Sub LAN to record functional abnormalities;
- Check and verify third party communication software via dialing into site;
- Check communication error logs and diagnostic reports;
- Check network traffic and address any issues including excessive network traffic;
- Complete report.

System Operation

- Check alarm file for any points in alarm mode;
- Check for points in manual mode;
- Check PCU summary for any 'old data';
- Check PCU summary for any points inhibited;
- Check messages file for the following message types: Alarms, Command errors, Test on/off points, Manual on / off, Station restore, Host / Link / PCU / LAN reconfigure;
- Station Save on each controller and create backup of system (archive files);
- Command all dampers and physically verify operation at the end Device;
- Check alarm logs/reports and address nuisance alarms as needed;
- Check BMS equipment is turning on and off as per BMS equipment schedule;
- Complete report.

Temperature and Humidity Calibration

- Prior to any work being executed, Contractor will seek approval from building management staff;
- Contractor will coordinate with building management staff to determine any problem areas;
- Once the operator has submitted temperature / humidity problem list, Contractor will verify readings;
- Contractor will place certified thermometer / % RH meter at location of sensor;
- Allow settling time before taking final reading;
- Compare actual measured reading to controller reading;
- Record offset of point;
- Verify and adjust to within 1 degree or 5% of % RH;
- Check system is fully operational and acknowledge any alarms;
- Check all room temperature sensors versus control set point (must be less than 2 degrees Fahrenheit from set point);
- Complete report.
- Required equipment: hand-held console, computer, and certified meter.

DDC Controllers

- Prior to any work being executed, Contractor will seek approval from maintenance supervisor;
- Check all DC and AC Power supplies for proper voltage levels;
- Verify controller operation and communication on LAN;
- Visually inspect circuit boards;
- Clean Controller Panel;
- Verify panel I/O schedule is correct;
- Inspect panels, cabling and connections for damage and corrosion
- Complete report.
- Required equipment: Hand Held Console or Computer

Contractor shall perform frequency drive preventative maintenance as listed in OEM documentation, including but not limited to items described below. All frequency drive preventative maintenance visits must be scheduled and approved by building management staff. Contractor must store spare cooling fans onsite.

The services outlined below are to be included, at a minimum, as frequency drive preventative maintenance to the County at least once every six (6) months:

- Visual inspection of circuit boards and components; address issues as needed
- Cleaning with dry air

- Clean dust and direct from heat sink fins
- Check electrical connections and tighten with correct torque wrench/driver as needed;
- Check and replace cooling fans as needed
- Exercise drive by commanding on and off through BMS and verify that drive is responding as expected;
- Exercise drive by changing speed reference and verify that drive is responding as expected;
- Replace air filter as needed

The services outlined below are to be included, at a minimum, as frequency drive preventative maintenance to the County at least once per year:

- Check output power with oscilloscope for each drive; printout of sine wave for each from must be provided to the County for review
- Perform an IR thermal scan of the drives power input and power output; provide the County a report of IR scan results for each drive.

The services outlined below are to be included, at a minimum, as frequency drive preventative maintenance to the County at least once per preventative maintenance visit:

- Provide a report detailing all preventative maintenance tasks performed and list any deficiencies encountered for each drive.

SECTION 3. EMERGENCY AND SUPPORT SERVICES COVERED UNDER THIS AGREEMENT

Contractor shall provide twenty-four (24) hours, seven (7) days a week telephone, internet, and on-site emergency service on an as-needed basis to the County under this contract. No additional charges should apply to these services rendered outside of normal business hours or on any holidays. Emergency services shall be utilized to restore the BMS to normal operation. When an emergency is deemed to exist by an authorized County representative, the Contractor will be notified of the emergency condition.

The standard on-site response time for emergency support is within three (3) hours. When an emergency is due to poor maintenance by the Contractor, Emergency Services shall be performed at no additional cost to the County. When an emergency is due to force majeure, the Contractor shall bill for Emergency Services in accordance with Appendix C – Price Schedule.

The services outlined below are to be included, at a minimum, as emergency services to the County twenty-four (24) hours, seven (7) days a week, as needed:

- Telephone assistance for consultation and troubleshooting of the hardware and software components of the BMS
- On-site technical support available in the form of qualified personnel to provide all BMS Parts, BMS Equipment, and materials necessary to make emergency repairs. The Contractor shall maintain an up-to-date copy of the software/program for each location at all times, in case it becomes necessary to reload the controls/programs via online or on-site.

The services outlined below are to be included, at a minimum, as support services to the County Monday through Friday 7:00AM – 5:00PM local time, as needed:

- Software services via Internet to provide system and software troubleshooting and diagnostics to address software malfunctions or to make necessary revisions. If remote diagnosis cannot be performed through the modem, an on-site visit will be scheduled to complete troubleshooting procedures.

SECTION 4. DATABASE PROTECTION AND MODIFICATION

Contractor shall, at a minimum, perform the below listed items at no additional cost to the County on a quarterly basis:

- Back up the system files and database and keep a copy of this backup on-site as well as at Contractor's branch location.
- Perform database diagnostic tests, analyze the results, and maintenance the system database for optimum building control performance within the functional limits of the system.

Contractor shall, at a minimum, perform the below listed items at no additional cost to the County on an as-needed basis:

- Database modifications including schedule and set point modification.

SECTION 5. PARTS & EQUIPMENT

Contractor shall identify all failed BMS Parts and/or BMS Equipment and make the necessary repairs or replacements to maintain the system in peak operating condition at no additional cost to the County. BMS Parts and BMS Equipment that are suspected of being faulty may be repaired or replaced in advance, after consultation with the County's Project Manager, to prevent system failure. BMS Parts and BMS Equipment found to be defective are to be removed and replaced; taking into consideration the warranty provisions of this agreement and must be coordinated with the County Project Manager.

Contractor shall maintain a spare BMS Parts inventory of the most common components to ensure a rapid turnaround in repairing the system. However, it is noted that in some cases, it may be necessary to order BMS Parts and make a follow up service call to install the replacement part. Any deferred repair shall be noted in the service log book as an open item and signed off by the County Project Manager when complete.

BMS Parts, BMS Equipment and labor are excluded for the Fireman's Override Panel & Smoke Evacuation Components, as these are related to the overall HVAC system, but are not Tour Andover controlled equipment. Replacement or repairs of these parts will be subject to third party rates and will be negotiated separately if needed.

SECTION 6. SERVICE DOCUMENTATION

Contractor shall keep a log of each visit. The log shall list all scheduled maintenance, non-scheduled maintenance, repairs, replacement BMS Parts and BMS Equipment, date work was performed, and the mechanic who performed the work. Contractor shall maintain this log on the job site and have it available for inspection at all times. Copies of the log shall be attached to the monthly invoice for services.

SECTION 7. SOFTWARE AND FIRMWARE UPDATES

Contractor shall make available to the County, all engineering changes and updates or enhancements to the software released during the term of the contract. Such updates and enhancements shall be deemed part of the Software for the purposes of this Agreement. For all such changes, updates, and enhancements, Contractor shall provide to the County any revised documentation as deemed necessary by the County.

Contractor must notify the County of any software updates no later than thirty (30) days from the date the update becomes available. Contractor is required to implement the upgrade at the County facility being serviced under this agreement within thirty (30) days of notification by the County.

Contractor shall include all firmware updates for field controllers as needed, to keep system current and fully operational.

SECTION 8. EBO BMS MODERNIZATION: SCOPE, SCHEDULE, AND MAINTAINED EQUIPMENT**8.1 EBO BMS Modernization – Scope of Work**

EBO Modernization – OTV North Overtown Transit Village North	EBO Modernization – OTV South Overtown Transit Village South
Scope of Work Contractor shall: • Furnish and install one (1) EcoStruxure™ Building Operation (EBO) Enterprise Server. Assumes a virtual server provided by Customer. • Furnish and install one (1) CAT6 network riser. • Furnish and install one Main (1) EBO Automation Server (AS-P), power supply and network repeater for the Building Management System (BMS). Includes programming and configuration for integration to the building Ethernet system network.	Scope of Work Contractor shall: • Furnish and install one (1) EcoStruxure™ Building Operation (EBO) Enterprise Server. Assumes a virtual server provided by Customer. • Furnish and install one (1) CAT6 network riser. • Furnish and install one Main (1) EBO Automation Server (AS-P), power supply and network repeater for the Building Management System (BMS). Includes programming and configuration for integration to the building Ethernet system network.

EBO Modernization – OTV North Overtown Transit Village North	EBO Modernization – OTV South Overtown Transit Village South
• Furnish and install four (4) EBO Automation Servers (AS-P), power supplies and network repeaters for the building. • Furnish and install one (1) MP-C controller for the Chiller Water Pump room. Includes programming and configuration for integration to the building Ethernet system network. These units will provide graphics, set point control, and subsystems status, via web-enabled interface at a designated BMS workstation. • Furnish and install one (1) Automation Server (AS-P), power supply, and IO Modules for the Firefighters Override Panel integration, including Fire Alarm System (FAS) inputs. • Furnish and install EBO AS-P IPIO modules to replace seventeen (17) LCX lighting controllers. • Furnish and install forty (40) RP-V VAV controllers and re-attach any existing IO devices. • Provide new network repeaters as needed to load balance the subnetworks based on manufacturer's recommendations. • Develop new Graphics for the EBO platform for all units currently in the system: ○ Chiller Plant ○ Thirty-three (33) Air Handler Units ○ Three Hundred (303) Variable Air Volume Terminal Units ○ Smoke Control System ○ Lighting ○ ALL Floor plans, Alarms, and Schedules • Training services	• Furnish and install four (4) EBO Automation Servers (AS-P), power supplies and network repeaters for the building. • Furnish and install one (1) MP-C controller for the Chiller Water Pump room. Includes programming and configuration for integration to the building Ethernet system network. These units will provide graphics, set point control, and subsystems status, via web-enabled interface at a designated BMS workstation. • Furnish and install one (1) Automation Server (AS-P), power supply, and IO Modules for the Firefighters Override Panel integration, including FAS inputs. • Provide new network repeaters as needed to load balance the subnetworks based on manufacturer's recommendations • Develop new Graphics for the EBO platform for all units currently in the system: ○ Chiller Plant ○ Thirty (30) Air Handler Units ○ Three Hundred (365) Variable Air Volume Terminal Units ○ Smoke Control System ○ Lighting ○ ALL Floor plans, Alarms, and Schedules • Training services

Notes:

1. County to provide CAD files for the floor plan to be used in the engineered drawings and graphics systems. These CAD files will be the basis of the new floor plans in the new EBO system.
2. Contractor shall use the existing network devices for the new network. During the system evaluation period, Contractor will load test the existing system network switches and make recommendations.
3. All Fire Alarm devices and installation for the Fire/Smoke Evacuation system are specifically excluded and are by others. It's recommended that the FAS service provider be present for the cutover of the dry contacts from the old to the new system. The cost of this service is not included in this agreement.
4. Smoke Control (FOP) and testing:
 - a. The existing FOP will be reprogrammed into the new EBO system.
 - b. The system will be tested after-hours, without gas or smoke.
 - c. If a fire watch is required, it must be performed by others.
 - d. There will be a period of time, when the system smoke control system is non-functional, measured in several hours, during the transition period.
5. An Uninterruptible Power Supply (UPS) for each tenant floor AS-P is not included. If it is determined that the AS-P's should be on a UPS, the cost would need to be added to the agreement.
6. Agreement assumes IP network connection exists throughout the building (near to the AS-P locations). If not, it must be provided by others.
7. Plenum wire will be utilized in concealed areas.
8. All EBO BMS Modernization work shall be performed during Contractor's normal business hours, Monday to Friday, 7:00AM to 5:00 PM. Additional charges shall apply for any EBO BMS Modernization work requested by County to be performed outside of Contractor's normal business hours.
9. Permit fee is not included. If one is needed it will be quoted separately.

10. EBO BMS Modernization pricing does not include any equipment, system, parts, materials, and/or labor not explicitly referenced in the Section 8. EBO BMS Modernization: Scope, Schedule, and Maintained Equipment.

8.2 EBO BMS Modernization Project Schedule

The below is a preliminary schedule. The final project plan shall be developed and approved by both parties and shall encompass all final deliverables and activities specified in the ensuing contract between the parties.

Preliminary Project Plan

Activity	Duration
Design, Planning, and Transition Advisory	30 to 45 Days
Walkthrough for initial design	
Design work to produce DD drawings	
Meetings to discuss the design with the owner/CM	
Any drawing work to produce 100% drawings	
Permitting activities (if required)	
Procurement and Mobilization	45 to 60 Days
Detailed assessments of project requirements, resource availability, and challenges	
Mobilize Contractor resources from various functional groups	
Procure equipment and installation materials	
Construction	180 to 210 Days
Infrastructure including network riser	
Install EBO AS-P Automation Servers (masters)	
Swap field level controllers, if applicable	
Develop new EBO Graphics:	
Chiller Plant	
Air Handler Units	
Variable Air Volume Terminal Units	
Smoke Control System	
Lighting	
Miscellaneous	
Floor plans	
Alarms	
Schedules	
Testing and Commissioning	30 Days
Define functional and performance criteria of the BMS	
Review all BMS components and subsystems	
Inspect and verify all BMS hardware and software for functionality	
Perform functional testing of the BMS with end user (e.g. sequence, alarms, graphics, etc.)	
Document deficiencies or defects and perform remediation activities	
Project Closeout	20 Days
As-built Drawings and O&M Manual	
Training and knowledge transfer sessions	

Notes

- 1) The above schedule applies to both the Overtown Transit Village - North and South Buildings and Contractor shall implement them concurrently.
- 2) The project schedule may be extended due to County induced delays, force majeure events, and/or Contractor's inability to obtain specific products due to justifiable supply chain issues beyond its control.

APPENDIX B – LIST OF EQUIPMENT TO BE MAINTAINED

OVERTOWN TRANSIT VILLAGE NORTH
701 NW 1ST COURT, MIAMI, FL 33136

<u>Qty</u>	<u>Equipment Description</u>	<u>Make</u>	<u>Model No.</u>	<u>Minimum Frequency of Service / Year</u>
2	NetController	Andover	NetController	2
302	TCX Controller – VAV Box	Andover	TCX	2
30	TCX Controller	Andover	TCX	2
20	LCX Controller	Andover	LCX	2
10	SCX Controller	Andover	SCX	2
17	Lighting Controllers	Andover	RIB-L3C	2
1	Modules	Andover	XIO4	2
232	Space Temperature Sensors	Andover	TTS-1	2
73	Duct Temperature Sensors	Andover	10K3-d-4	2
7	Water Temperature Sensors	Andover	ETI100-4	2
2	Water Pressure Sensors	Andover	PW2XX04c	2
55	Current Switches	Andover	RIBXKF	2
58	End Switches	Andover	CI-24	2
1	DP Sensors – Water	Andover	EPP101	2
9	DP Sensors - Air	Andover	EPP102	2
36	Static Pressure Transducer	Andover	AFS-460	2
32	Air Quality Sensor	Andover	VER-CWE	2
21	Smoke Panel Inputs	Andover	AFS-222	2
36	Digital Inputs	Andover	KDPS-05	2
17	Lighting Override Switches	Andover	RIBL3C	2
262	Control Relays	Andover	Rib1uc	2
42	VFD Signals - Analog Outputs	Andover	Trane	2
180	Lighting Relays	Andover	RIB1UC	2
106	Damper Actuators	Andover	BELIMO	2
37	Valve Actuators	Andover	Belimo	2
4	ISO Valves	Andover	Belimo	2

**OVERTOWN TRANSIT VILLAGE NORTH
VARIABLE FREQUENCY DRIVE INFORMATION**

<u>FLOOR</u>	<u>EQUIP. ID</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>	<u>Minimum Frequency of Service / Year</u>
FIRST FLOOR	CHWP #1	TR16042	001328H185	2
FIRST FLOOR	CHWP #2	TR16042	0011288185	2
FIRST FLOOR	CHWP #3	TR16042	000628H185	2
FIRST FLOOR	DCHWP #1	TR16027	049229H066	2
FIRST FLOOR	DCHWP #2	TR16027	050029H066	2
FIRST FLOOR	AC #6	TR16011	000821H185	2
SECOND FLOOR	AC #3	TR16022	008328H195	2
SECOND FLOOR	AC #4	TR16022	006328H195	2
THIRD FLOOR	AC #3	TR16022	010228H195	2
THIRD FLOOR	AC #4	TR16022	007328H195	2
FOURTH FLOOR	AC #3	TR16022	007228H195	2
FOURTH FLOOR	AC #4	TR16022	006228H195	2
FIFTH FLOOR	AC #3	TR16022	006282H195	2
FIFTH FLOOR	AC #4	TR16022	008128H195	2
SIXTH FLOOR	AC #3	TR16022	009528H195	2

SIXTH FLOOR	AC #4	TR16022	008028H195	2
SEVENTH FLOOR	AC #3	TR16022	006428H195	2
SEVENTH FLOOR	AC #4	TR16022	030327H175	2
EIGHTH FLOOR	AC #3	TR16022	007828H195	2
EIGHTH FLOOR	AC #4	TR16022	004928H195	2
NINTH FLOOR	AC #3	TR16022	007728H195	2
NINTH FLOOR	AC #4	TR16022	004828H195	2
TENTH FLOOR	AC #3	TR16022	007928H195	2
TENTH FLOOR	AC #4	TR16022	006928H195	2
ELEVENTH FLOOR	AC #3	TR16022	007628H195	2
ELEVENTH FLOOR	AC #4	TR16022	140131H456	2
TWELFTH FLOOR	AC #3	TR16022	003528H195	2
TWELFTH FLOOR	AC #4	TR16022	007028H195	2
THIRTEENTH FLOOR	AC #3	TR16022	542300Y066	2
THIRTEENTH FLOOR	AC #4	TR16022	008928H195	2
FOURTEENTH FLOOR	AC #3	TR16022	006528H195	2
FOURTEENTH FLOOR	AC #4	TR16022	008828H195	2
FIFTEENTH FLOOR	AC #3	TR16022	028832H117	2
FIFTEENTH FLOOR	AC #4	TR16022	008628H195	2
SIXTEENTH FLOOR	AC #3	TR16022	008228H195	2
SIXTEENTH FLOOR	AC #4	TR16022	004828H195	2
SEVENTEENTH FLOOR	AC #1	TR16022	006728H195	2
SEVENTEENTH FLOOR	AC #2	TR16022	064628H195	2
ROOF	PAC #1	TR16027	003029H205	2
ROOF	PAC #2	TR200P18	000208H293	2
ROOF	SEF #1	TR16022	000328H185	2
ROOF	SEF #2	TR16022	000228H185	2
ROOF	SF #1	TR16032	001928H185	2
ROOF	SF #2	TR16032	003328H185	2
ROOF	EDPF #1	TR16008	013823H016	2
ROOF	EDPF #2	TR16008	031423H016	2
ROOF	SPF #1	TR16008	045325H337	2
ROOF	SPF #2	TR16008	045125H337	2

**OVERTOWN TRANSIT VILLAGE NORTH
EBO BMS Modernization – List of Equipment ***

Qty	Equipment Description	Make	Model No.	Minimum Frequency of Service / Year
1	Enterprise Server WorkStation	Schneider Electric	Enterprise Server	2
1	Automation Server (Main)	Schneider Electric	AS-P	2
4	Automation Server (Building)	Schneider Electric	AS-P	2
1	Automation Server & IO Mod. for FOP	Schneider Electric	AS-P and AS-P IO Modules	2
6	Automation Server Power Supply	Schneider Electric	AS-P PS	2
1	MP-C Controller	Schneider Electric	MP-C	2
21	IO Modules	Schneider Electric	AS-P IO	2
170	Lighting Control Relay	Schneider Electric	RH2B-ULAC24V	2
51	Lighting Contactor	Schneider Electric	LS7K-40H	2
40	RP-V Controller	Schneider Electric	RP-V	2
40	Space Temperature Sensor	Schneider Electric	SXWSBTXXXSXX	2

* These items are ONLY related to the EBO BMS Modernization portion. Some of the items in this Appendix B – List of Equipment to be Maintained will be modified and/or replaced with these items once the EBO Modernization is completed.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

**OVERTOWN TRANSIT VILLAGE SOUTH
601 NW 1ST COURT, MIAMI, FL 33136**

<u>Qty</u>	<u>Equipment Description</u>	<u>Make</u>	<u>Model No.</u>	<u>Minimum Frequency of Service / Year</u>
7	7 Master Controller 32 nodes	Andover	bCX1-CR-32	2
1	1 Master Controller 64 nodes	Andover	bCX1-CR-64	2
2	24 input controller	Andover	b3624-S	2
2	800 controller with smoke rating	Andover	b3800-S	2
37	800 controller with smoke rating	Andover	b3814	2
62	I2850 controller w/ s rating	Andover	b3850s	2
26	I2851 controller w/ s rating	Andover	b3851s	2
248	8in/out controller	Andover	b3865-V	2
11	i2867 controller with S rating	Andover	b3867-S	2
1	i2920 16in/16out controller	Andover	b3920	2
10	Infilink repeater	Andover	B-LINK	2
33	expansion module	Andover	xpDI8	2
37	DC power supply 24ac:24dc	Kele	PSM24A24DAS	2
227	RIB relay	Kele	RIB1UC	2
75	Current switch	Kele	RIBXKF	2
32	DP switch with manual reset	Schneider	AFS-460	2
44	DP switch	Schneider	RFS-4001	2
10	SPDT relay cube	Kele	RH1BUAC24V	2
10	SPDT relay socket	Kele	SH1B-05	2
112	Static tips	Kele	21121	2
2	Static pressure sensor (0-100 psig)	Veris	PSS2-150	2
18	Static SS plate	Veris	RPS	2
8	Immersion temp sensor w/ well	Veris	ST-W3-NG-X25	2
8	Brass immersion well	Veris	WEL-B	2
1	OA light level sensor	Schneider	PSR-1-T	2
16	120/24 vac 40VA transformer	Kele	LE11300	2
43	120-024-100-1TF-100 va transformer	Kele	LE12100	2
80	Duct temp sensor – 12" probe	Bapi	BA/10K-3-D-12"	2
1	Insertion flow meter	Onicon	ONI-F-1110	2
10	Temp sensor – std	Schneider	TTS-S-1	2
230	Temp sensor – sensor plus	Schneider	TTS-SE-1	2
27	Duct CO Sensor	Schneider	CDE	2
9	Air-Ari DP sensor-LCD	Schneider	EPP101-LCD	2
33	Air-Ari DP sensor	Schneider	EPP102	2
1	RH and Temp OA sensor	Schneider	HO3XMSTH	2
1	Wet-Wet DP sensor	Schneider	PW2XX04S	2

**OVERTOWN TRANSIT VILLAGE SOUTH
VARIABLE FREQUENCY DRIVE INFORMATION**

FLOOR	EQUIP. ID	MODEL NO.	SERIAL NO.	Minimum Frequency of Service / Year
FIRST FLOOR	DWP-1	WJ200 040HF		2
FIRST FLOOR	DWP-2	WJ200 055HF		2
FIRST FLOOR	DWP-3	WJ200 055HF		2
FIRST FLOOR	DCHWP #1	TR 200	041103Y199	2
FIRST FLOOR	DCHWP #2	TR 200	041303Y199	2
FIRST FLOOR	CHWP #1	TR 200	052803Y199	2
FIRST FLOOR	CHWP #2	TR 200	052903Y199	2
FIRST FLOOR	CHWP #3	TR 200	000501H099	2
FIRST FLOOR	ECHWP-1	TR 200	983602Y189	2
FIRST FLOOR	AHU-3	TR 200	000201H059	2
FIRST FLOOR	AHU-4	TR 200	002202H169	2
SECOND FLOOR	VDF(AHU-1)	TR 200	023003Y189	2
SECOND FLOOR	VDF(AHU-2)	TR 200	022903Y189	2
NINE FLOOR	VDF(AHU-1)	TR 200	024703Y189	2
NINE FLOOR	VDF(AHU-2)	TR 200	023903Y189	2
TENTH FLOOR	VDF(AHU-1)	TR 200	024803Y189	2
TENTH FLOOR	VDF(AHU-2)	TR 200	023603Y189	2
ELEVENTH FLOOR	VDF(AHU-1)	TR 200	025303Y189	2
ELEVENTH FLOOR	VDF(AHU-2)	TR 200	023703Y189	2
TWELFTH FLOOR	VDF(AHU-1)	TR 200	025403Y189	2
TWELFTH FLOOR	VDF(AHU-2)	TR 200	023503Y189	2
THIRTEENTH FLOOR	VDF(AHU-1)	TR 200	025203Y189	2
THIRTEENTH FLOOR	VDF(AHU-2)	TR 200	024103Y189	2
FOURTEENTH FLOOR	VDF(AHU-1)	TR 200	025503Y189	2
FOURTEENTH FLOOR	VDF(AHU-2)	TR 200	024303Y189	2
FIFTEENTH FLOOR	VDF(AHU-1)	TR 200	025803Y189	2
FIFTEENTH FLOOR	VDF(AHU-2)	TR 200	023403Y189	2
SIXTEENTH FLOOR	VDF(AHU-1)	TR 200	025603Y189	2
SIXTEENTH FLOOR	VDF(AHU-2)	TR 200	024403Y189	2
SEVENTEENTH FLOOR	VDF(AHU-1)	TR 200	025003Y189	2
SEVENTEENTH FLOOR	VDF(AHU-2)	TR 200	023103Y189	2
EIGHTEENTH FLOOR	VDF(AHU-1)	TR 200	024903Y189	2
EIGHTEENTH FLOOR	VDF(AHU-2)	TR 200	023303Y189	2
NINETEENTH FLOOR	VDF(AHU-1)	TR 200	025703Y189	2
NINETEENTH FLOOR	VDF(AHU-2)	TR 200	023203Y189	2
TWENTIETH FLOOR	VDF(AHU-1)	TR 200	003802H189	2
TWENTIETH FLOOR	VDF(AHU-2)	TR 200	002202Y189	2
TWENTY FIRST FLOOR	VDF(AHU-1)	TR 200	024603Y189	2
TWENTY FIRST FLOOR	VDF(AHU-2)	TR 200	024203Y189	2
TWENTY SECOND FLOOR	VDF(AHU-1)	TR 200	003102H189	2
TWENTY SECOND FLOOR	VDF(AHU-2)	TR 200	000902H189	2
ROOF	SF-1	TR 200	000202H189	2
ROOF	SF-2	TR 200	000302H189	2
ROOF	SEF-1	TR 200	002608H114	2
ROOF	SEF-2	TR 200	002058H114	2
ROOF	EPF-1	TR 200	000302H169	2
ROOF	EPF-2	TR 200	000202H169	2
ROOF	SPF-1	TR 200	000302H189	2
ROOF	SPF-2	TR 200	000402H149	2
ROOF	SEF #1	TR16022	000328H185	2
ROOF	SEF #2	TR16022	000228H185	2
ROOF	SF #1	TR16032	001928H185	2

ROOF	SF #2	TR16032	003328H185	2
ROOF	EDPF #1	TR16008	013823H016	2
ROOF	EDPF #2	TR16008	031423H016	2
ROOF	SPF #1	TR16008	045325H337	2
ROOF	SPF #2	TR16008	045125H337	2

**OVERTOWN TRANSIT VILLAGE SOUTH
EBO BMS Modernization – List of Equipment ***

Qty	Equipment Description	Make	Model No.	Minimum Frequency of Service / Year
1	Enterprise Server WorkStation	Schneider Electric	Enterprise Server	2
1	Automation Server (Main)	Schneider Electric	AS-P	2
4	Automation Server (Building)	Schneider Electric	AS-P	2
1	Automation Server & IO Mod. for FOP	Schneider Electric	AS-P and AS-P IO Modules	2
6	Automation Server Power Supply	Schneider Electric	AS-P PS	2
1	MP-C Controller	Schneider Electric	MP-C	2

* *These items are ONLY related to the EBO BMS Modernization portion. Some of the items in this Appendix B – List of Equipment to be Maintained will be modified and/or replaced with these items once the EBO Modernization is completed.*

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

APPENDIX C – PRICE SCHEDULE

DESCRIPTION OF WORK/SERVICE	PRICE			
	1.A Overtown Transit Village (OTV1) North Building	1.B Overtown Transit Village (OTV1) North Building EBO BMS Modernization *	2.A Overtown Transit Village (OTV2) South Building	2.B Overtown Transit Village (OTV2) South Building EBO BMS Modernization *
CONTRACT SERVICES, PARTS, AND EQUIPMENT (BMS Maintenance Service)				
Services, BMS Parts, and BMS Equipment includes Preventative Maintenance, software revisions, all repairs, labor, BMS Parts, BMS Equipment, tools, installation, and Quarterly Database Protection for the contract term	(inclusive of Maintenance, Labor, BMS Parts, and BMS Equipment)	(inclusive of Maintenance, Labor, BMS Parts, and BMS Equipment)	(inclusive of Maintenance, Labor, BMS Parts, and BMS Equipment)	(inclusive of Maintenance, Labor, BMS Parts, and BMS Equipment)
Support Services: Includes telephone assistance, internet assistance, software support/upgrades	Unlimited support, no additional cost to the County	Unlimited support, no additional cost to the County	Unlimited support, no additional cost to the County	Unlimited support, no additional cost to the County
One time charge for the EBO BMS Modernization		\$449,670.00		\$370,375.00
ANNUAL CONTRACT COST	\$178,940.00		\$156,645.00	

* EBO BMS Modernization (see definition)

ADDITIONAL SERVICES AS NEEDED, per Section 3	Estimated Quantities per Year	REGULAR LABOR RATE / HOUR
Field Service Technician/Specialist	6.6	\$195
Field Systems Engineer	6.6	\$200
Field Programmer - O/S Software	6.6	\$205
Field Programmer - Graphic Maps/Displays	6.6	\$205
Senior Programmer - Custom Software Applications	6.6	\$230
Software-Web Designer/Web Programmer	6.6	\$205
System Design / Engineering Consultation	6.6	\$230
Drafting Services	6.6	\$140

ADDITIONAL SERVICES AS NEEDED, per Section 3	Estimated Quantities per Year	EMERGENCY LABOR RATE / HOUR
Field Service Technician/Specialist (Emergency Labor Rate)	10.0	\$293
Field Systems Engineer (Emergency Labor Rate)	10.0	\$300
Field Programmer - O/S Software (Emergency Labor Rate)	10.0	\$308
Field Programmer - Graphic Maps/Displays (Emergency Labor Rate)	10.0	\$308
Senior Programmer - Custom Software Applications (Emergency Labor Rate)	10.0	\$345
Software-Web Designer/Web Programmer (Emergency Labor Rate)	10.0	\$308
System Design / Engineering Consultation (Emergency Labor Rate)	10.0	\$345
Drafting Services (Emergency Labor Rate)	10.0	\$210

NOTES:

1. Parts and labor are excluded for the Fireman's Override Panel & Smoke Evacuation Components, as these are related to the overall HVAC system, but are not Tour Andover controlled equipment. Replacement or repairs of these parts will be subject to third party rates and will be negotiated separately if needed.
2. Regular Labor Rates for additional services, including force majeure, are only applicable during normal business hours (7:00AM – 5:00PM). The on-site response time for additional services, including force majeure, is within three (3) hours.
3. Emergency Labor Rates for additional services, including force majeure, are only applicable outside of normal business hours, weekends, and holidays. The on-site response time for additional services, including force majeure, is within three (3) hours.
4. The EBO BMS Modernization portion of this Appendix C – Price Schedule is a non-cancelable Deliverable.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

**Exhibit 1****CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED
AFFIDAVIT**

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

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of [Section 287.138, FS](#).

Pursuant to [Section 92.525, F.S.](#), under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized Representative: _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____

**Exhibit 2****KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT**

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)

Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date: