

MEMORANDUM

Agenda Item No. 8(P)(1)

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

DATE: November 18, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing a designated purchase pursuant to section 2-8.1(b)(3) of the Code by a two-thirds vote of the Board members present; authorizing award of Contract No. EVN0000380 for a Turnkey Advanced Metering Infrastructure (AMI) Solution to Core & Main LP in an amount not to exceed \$273,637,617.00 for a 20-year term for the Water and Sewer Department; and authorizing the County Mayor to exercise all provisions of the contract, including any cancellation or extensions, pursuant to section 2-8.1 of the Code and Implementing Order 3-38, except that the one, five-year option to renew will be brought to the Board for approval

Resolution No. R-1128-25

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Date: November 18, 2025

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

From: Daniella Levine Cava 
Mayor

Subject: Recommendation for Approval of a Competitive Bid Waiver (Designated Purchase) for
Turnkey Advanced Metering Infrastructure (AMI) Solution

Summary

This item is for award of a contract for the Turnkey Advanced Metering Infrastructure Solution (AMI Solution) for the Water and Sewer Department (WASD). The contract provides for the services of a contractor to convert the existing water meter reading system to a state-of-the-art AMI Solution that leverages smart water meters to improve the County's water operations and customer service.

Currently, WASD uses meters from a variety of manufacturers that are read manually on either a quarterly or monthly schedule, depending on the customer's specific situation. WASD also utilizes an AMI system, provided and supported by Sensus (Xylem), for roughly 4,800 accounts in the Miami Springs and Fisher Island areas. Implementing a system-wide AMI solution will allow the County to leverage technology and improve the level of service to WASD's customers. Features such as customer's access to the water usage and alerts for leaks and irregular use provide them with valuable information and can reduce high bills, improving the affordability of water and sewer services. The availability of increasingly granular data provides WASD with greater understanding of how the water system functions and allows for improved analysis and planning of future capital improvement projects. The AMI solution can also help the County reduce its carbon footprint by reducing the number of truck rolls required to perform certain tasks.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive bid waiver (designated purchase) utilizing a limited competitive process in lieu of the originally advertised solicitation process pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, and award *Contract No. EVN0000380, Turnkey Advanced Metering Infrastructure (AMI) Solution*, to Core & Main LP in the amount of \$273,637,617 for a 20-year term. The solicitation of proposals resulted in a competitive evaluation process and is being presented as a designated purchase under the circumstances described below, pursuant to Resolution No. R-184-24.

The contract includes one, five-year option to renew. The contract amount for the option period cannot be accurately estimated at this time due to the uncertainty surrounding future market conditions, labor and materials costs, and the evolving technological needs of the AMI system. These factors will be assessed closer to the end of the initial term to determine fair and reasonable pricing for the renewal period. In the event the County chooses to elect the option to renew, a cost proposal will be solicited, negotiated, and presented to the Board for approval to execute.

Background

A Request for Proposals (RFP) was issued under full and open competition on May 1, 2023. On the closing date of August 28, 2023, the County received three proposals. However, on November 13, 2023, all three were deemed non-responsive by the County Attorney's Office (CAO). Consequently, on March 5, 2024, the Board approved Resolution No. R-184-24 rejecting all proposals and authorizing the Mayor to proceed with the evaluation process, which included a fourth proposal that had been submitted after the submittal deadline. Following the Board's approval, the Competitive Selection Committee completed the evaluation of the four proposals received according to the guidelines published in the solicitation.

Two evaluation meetings were conducted on May 30, 2024 and June 5, 2024. Three oral presentations were conducted between July 1, 2024 and July 3, 2024. The final evaluation meeting was conducted on July 3, 2024. Negotiations commenced on August 5, 2024, and concluded on March 25, 2025. A total of 23 internal negotiation strategy meetings with staff and meetings with the selected Proposer were held to negotiate the final contract terms, Scope of Work, Service Level Agreements, and Price Schedule. A copy of the Selection Committee Coordinator report is attached.

Key objectives of the project are as follows:

- Remotely collect, via cellular service, and store hourly meter reading data for all water meters in WASD's service area
- Improve non-revenue water losses through enhanced analytics
- Improve customer service and experience
- Allow for monthly billing of customers
- Improve the meter-to-cash process
- Provide a customer-facing portal for customers to view their water usage
- Provide for expandability to connect to various sensors.

The RFP was issued with a 10% Small Business Enterprise (SBE)-Con subcontractor goal and a 2% SBE-Goods subcontractor goal. Core & Main LP's Utilization Plan was determined to be compliant with the contract measures.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial 20-year term is \$273,637,617, exclusive of the one, five-year option to renew term. The base award amount is \$226,790,617. The total contract amount includes allowances in the amount of \$46,847,000: 1) a \$20,000,000 allowance for the repair of unforeseen site conditions at customer locations, including service leaks, subject to approval by the WASD Department Director. In consideration of the age of the existing metering system, a currently undetermined amount of repair is anticipated as being needed; 2) a \$10,647,000 allowance for service options related to GoAigua software, or other equivalent platforms. GoAigua combines the data from the AMI Solution platform with the County's existing third-party SCADA and sensors including water quality, flow, transients, level, and more to provide a real time view of all water operations data across WASD's system; and 3) a \$16,200,000 allowance for service options related to VertexOne software, or other equivalent platforms. VertexOne will be the customer portal and utility analytics dashboard that will provide customers with actionable insights from consumption data, as well as targeted customer engagement to drive customer self-service. The full scope of these optional services will be determined post award, based on collaboration with Core & Main LP, and in consideration of optimizing customer service. The fiscal impact of this proposed award exceeds the amount originally anticipated when all proposals were rejected (\$250,000,000). The increase is primarily due to the inclusion of additional service allowances for unforeseen site repairs, advanced software integration (GoAigua and VertexOne), and the 20-year base term of the contract reflecting the full scope of implementation and support services negotiated with the recommended vendor. The funding for the AMI Solution is in WASD's FY2025-26 Adopted Budget and Multi-Year Capital Plan, under Water Reset Program – Small Diameter Water Mains Replacement, Program Project #2000000072, Volume 3, Page 121.

Department	Allocation	Funding Source	Contract Manager
WASD	\$273,637,617	WASD Revenue Bonds Sold & Future WASD Revenue Bonds	Marisela Aranguiz-Cueto, P.E.
Total	\$273,637,617		

Track Record/Monitor

Brian Webster of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreement and exercise all provisions of the contract, including any cancellation or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. The one, five-year option to renew will be presented to the Board for approval.

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. No local firm was identified as having the experience and expertise commensurate with service requirements of the scope of work.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Core & Main LP	1830 Craig Park Court St Louis, MO	None	0	Mark Witkowski
			0%	

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

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Aclara Technologies LLC	No	Evaluation Scores/Ranking
Badger Meter, Inc.	No	
Consolidated Pipe & Supply Company, Inc.	No	

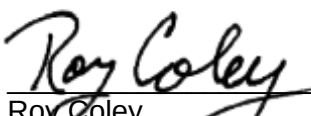
Due Diligence

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

Applicability of Ordinances and Contract Measures

- The User Access Program applies where permitted by funding source.
- The SBE Selection Factor and Local Preference applied. A 10% SBE-Con subcontractor goal and a 2% SBE-Goods subcontractor goal also applied.
- The Living Wage Ordinance does not apply.
- The Responsible Wages Ordinance does not apply.

Attachment



Roy Coley
Chief Utilities and Regulatory Services Officer

Memorandum



Date:

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

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

From: Brian Webster, CPPO *BAW*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for RFP No. EVN0000380, Turnkey
Advanced Metering Infrastructure (AMI) Solution

The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on May 1, 2023, on behalf of the Water and Sewer Department (WASD) to obtain proposals from qualified firms to provide an advanced metering infrastructure system (Solution). The County seeks to convert the existing water meters and meter reading system to a "state of the art" Solution that leverages smart devices to improve the County's water operations. The Solution will include all hardware, cloud-based software, equipment, materials, technical labor and support, installation labor, maintenance, related services including testing, supervision, project management and all other items necessary to implement an integrated turnkey Solution for the County. The County anticipates awarding a contract for a period of twenty years, with one, five-year option to renew.

On August 28, 2023, three proposals were received in response to the solicitation. However, all three were deemed non-responsive by the County Attorney's Office (CAO). Consequently, the Board of County Commissioners (Board) approved via Resolution No. R-184-24 rejecting all proposals and proceeding with the evaluation process, which included a fourth proposal that had been submitted after the submittal deadline. Following the Board's approval, the Competitive Selection Committee (Committee) completed the evaluation of the four proposals according to the guidelines published in the solicitation. *Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees* and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions*, establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Compliance with timeframes is included for each section below where applicable.

Competitive Selection Committee meeting dates:

September 20, 2023 (Kick-off)

May 30, 2024, and June 5, 2024 (Evaluation, Scoring and Recommendation for Oral Presentations)

July 1, 2024, and July 2, 2024 (Oral Presentations)

July 3, 2024 (Oral Presentations, Scoring and Recommendation)

Verification of compliance with contract measures:

A 10% Small Business Enterprise (SBE) Construction subcontractor goal and a 2% SBE Goods and Services subcontractor goal were assigned to this solicitation. On March 6, 2024, Certificates of Assurance were provided to the Office of Small Business Development (SBD) for review. On March 22, 2024, SBD determined that three proposers, Aclara Technologies LLC, Badger Meter, Inc., and Core & Main LP were in compliance with the assigned subcontractor goals (see attached memo).

The request from SPD to SBD was not within 10 calendar days from the receipt of proposals. Response from SBD was not within 10 calendar days.

Verification of compliance with minimum qualification requirements and responsiveness:

The solicitation did not have any minimum qualification requirements.

On October 13, 2023, the proposals from Badger Meter, Inc. (Badger), Consolidated Pipe & Supply Company, Inc. (Consolidated), and Core & Main LP (C&M) were forwarded to the CAO for review. The CAO responded on November 13, 2023, and deemed all three proposals non-responsive. A copy of the CAO's opinion is attached. Submitting the request for CAO opinion took longer than 10 calendar days because Aclara Technologies LLC (Aclara) presented a written challenge to the responsiveness of proposals submitted by Badger and C&M. The proposal submitted by Aclara was not uploaded to INFORMS within the time limits set by the solicitation which resulted in Aclara's proposal not being accepted by the County. Aclara presented legal challenges to the proposals submitted by Badger and C&M that initiated discussions with SPD and the CAO.

On March 5, 2024, the Board approved, through Resolution No. R-184-24, to reject all proposals in response to this solicitation and authorized the continuance of the solicitation process with the evaluation of four proposals: the three proposals received by the proposal due date and the additional proposal submitted to the County by Aclara after the due date through alternate means. The Board further approved that upon completion of the evaluation and negotiation, a recommendation for award via a designated purchase will be brought back for the Board's consideration.

Local Certified Veteran's Business Enterprise Preference:

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

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

Staff submitted a request to OIG and COE on March 15, 2024. A response was received from OIG on March 18, 2024, advising that no reports were found. A response from COE was received on March 26, 2024, stating that no issues were found.

Office of the Commission Auditor (OCA) Background Check:

On March 6, 2024, staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. This was not provided within 10 calendar days from the receipt of proposals. The time was needed to revise the Neutrality Affidavits to include, per the Board's directive via R-184-24, an additional vendor. Staff submitted Committee members' completed Neutrality Affidavits and Resumes to OCA on April 8, 2024. A response from OCA was received on April 16, 2024, which was not within five calendar days. OCA submitted the results of the background checks to the COE for further review of findings. A response was received from COE on May 28, 2024, advising that there were no conflicts of interest.

Summary of scores:

The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The preliminary scores are as follows:

Pre-Oral Presentations

Proposer	Technical Score (max. 5000)	Price Score (max. 1000)	Total Combined Score (max. 6000)	Price/Cost Submitted
Core & Main LP	4543	889	5432	\$237,204,149
Aclara Technologies LLC	4259	935	5194	\$218,765,828
Badger Meter, Inc.	4234	780	5014	\$266,754,824
Consolidated Pipe & Supply Company, Inc.	0	0	0	\$214,093,260

The Committee decided to hold oral presentations with the three highest ranked proposers. The final scores are as follows:

Post-Oral Presentations

Proposer	Technical Score (max. 5000)	Price Score (max. 1000)	Total Combined Score (max. 6000)	Price/Cost Submitted
Core & Main LP	4613	889	5502	\$237,204,149
Aclara Technologies LLC	4278	935	5213	\$218,765,828
Badger Meter, Inc.	4452	750	5202	\$266,754,824

Upon review of the scores, there were no variances identified that exceeded 33% of the average score awarded by all Committee members by criteria.

Local Preference:

Local Preference was considered but did not affect the outcome.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification; initial scoring within 30 calendar days of Selection Committee Coordinator's completion of required reviews; and although final scoring at additional meetings exceeded 15 calendar days of initial the scoring meeting, the size and complexity of the project necessitated an extended period to conduct meetings. Approval is requested for one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34:

Employee's Name	Employee's Department
Billie Jo McCarley	WASD
Francisco Martinez	WASD
James Ferguson	WASD
Josiel Ferrer-Diaz	Department of Transportation and Public Works
Loira Urena	Information Technology Department (ITD)

Negotiations:

The Committee recommends that the County enter into negotiations with the highest ranked proposer, Core & Main LP. The following individuals will participate in the negotiations:

Brian Webster, Negotiator, SPD
 Agustin Maristany, Consultant, Ardurra Group Inc. (WASD Consultant)
 Billie Jo McCarley, Deputy Director, Operations, WASD
 Francisco Martinez, Assistant Director for Water Operations, WASD
 Loira Urena, Information Technology Manager, ITD
 Nelson Perez-Jacome, Assistant Director, WASD

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

Consensus Statement:

The proposal submitted by C&M detailed a comprehensive response to all requirements specified in the solicitation and demonstrated the firm's ability to provide an advanced metering infrastructure system, with a project plan that best supports WASD. C&M offered excellent system architecture, network functionality, customer interface, and field level support. C&M's proposed project schedule was well defined, including key milestones. C&M's corporate and key staff experience was commensurate with

the level required to support project requirements. Their price proposal was deemed fair and reasonable, in consideration of C&M's total proposal pricing being midrange between Aclara and Badger, equaling \$237,204,149.

The Committee has determined that C&M's overall proposal demonstrated a strong approach in meeting the project objectives of the solicitation, and the firm's ability to meet all aspects of the project requirements in a timely manner.

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

Approved



Digitally signed by Namita Uppal
DN: cn=Namita Uppal,
o=Miami Dade County,
ou=Chief Procurement Officer,
email=uppaln@miamidade.gov
, c=US
Date: 2024.07.29 01:09:03
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Namita Uppal, C.P.M.
Director and Chief Procurement Officer

Date

DATE: March 22, 2024

Memorandum



TO: Namita Uppal, Director
Strategic Procurement Department

FROM: Gary Hartfield, Director
Office of Small Business Development

A handwritten signature in blue ink, appearing to be "G. Hartfield", written over the "FROM:" line.

SUBJECT: Compliance Review
RFP No. EVN0000380, Turnkey Advanced Metering Infrastructure (AMI) Solution

The Office of Small Business Development (SBD), has completed its review of the subject project for compliance with the Small Business Enterprise Program for Construction (SBE-Con) and Goods (SBE-Goods). The contract measure established for this project are a 10.00% SBE-Construction Subcontractor Goal and 2.00% SBE-Goods Subcontractor Goal.

The Strategic Procurement Department submitted a copy of the RFP solicitation package, which included the Certificate of Assurance affidavits from the firms listed below. A Utilization Plan (UP) was requested from each firm via SBD'S Business Management Workforce System (BMWS). The following is the pre-award compliance status and summary:

FIRMS

1. Badger Meter, Inc.
2. Core & Main LP
3. Aclara Technologies, LLC

STATUS:

Compliant
Compliant
Compliant

SUMMARY:

Badger Meter, Inc. (#1), a non-certified SBE-Construction and Goods firm submitted the required Certificate of Assurance form at the time of bid submittal and a utilization plan via BMWS committing to utilize the following certified SBE-Con firms: E Plus Engineering and Construction, LLC, a second tier SBE-Con firm to Pedal Valves, Inc., a non-certified SBE-Con firm to perform NAICS 238220: Plumbing, Heating, and Air-Conditioning Contractors at 10.67%; and E Plus Engineering and Construction, LLC, a second tier SBE-Con firm to Utility Partners of America, a non-certified SBE-Con firm to perform NAICS 238220: Plumbing, Heating, and Air-Conditioning Contractors at 3.69%.

Badger Meter, Inc. committed to utilizing the following certified SBE-Goods firms: BAX International, Corp. to perform NIGP 67058: Rubber Goods and Plumbing Specialties: Gaskets, Leathers, Seats, Washers, etc. at 2.26%.

The subcontractors for SBE-Con and SBE-Goods confirmed their participation via BMWS. The Utilization Plan submitted by Badger Meter, Inc. was approved pursuant to the firm's commitment to meeting a 14.36% SBE-Con Subcontractor Goal and 2.26% SBE-Goods Subcontractor Goal.

Badger Meter, Inc. is in compliance with the 10.00% SBE-Con Subcontractor Goal and 2.00% SBE-Goods Subcontractor Goal established for this contract. Badger Meter, Inc. is compliant with Implementing Order 3-41 and 3-22, which governs the SBE-Goods and SBE-Construction program.

Core & Main LP (#2), a non-certified SBE-Construction and Goods firm submitted the required Certificate of Assurance form at the time of bid submittal and a utilization plan via BMWS committing to utilize the following certified SBE-Con firms: AUM Construction Inc to perform NAICS 237110: Water and Sewer Line and Related Structures Construction, and NAICS 238210: Electrical Contractors and Other Wiring Installation Contractors at 5.25%; and Restate Construction LLC to perform NAICS 238220: Plumbing, Heating, and Air-Conditioning Contractors at 4.75%.

Core & Main LP committed to utilizing the following certified SBE-Goods firms: The Engineering Company, LLC to perform NIGP 84571: Civil Engineering & Materials Testing Equipment at 2.00%.

The subcontractors for SBE-Con and SBE-Goods confirmed their participation via BMWS. The Utilization Plan submitted by Core & Main LP was approved pursuant to the firm's commitment to meeting a 10.00% SBE-Con Subcontractor Goal and 2.00% SBE-Goods Subcontractor Goal.

Core & Main LP is in compliance with the 10.00% SBE-Con Subcontractor Goal and 2.00% SBE-Goods Subcontractor Goal established for this contract. Core & Main LP is compliant with Implementing Order 3-41 and 3-22, which governs the SBE-Goods and SBE-Construction program.

Aclara Technologies, LLC (#3), a non-certified SBE-Construction and Goods firm submitted the required Certificate of Assurance form at the time of bid submittal and a utilization plan via BMWS committing to utilize the following certified SBE-Con firms: Amici Engineering Contractors LLC to perform NAICS 237110: Water and Sewer Line and Related Structures Construction at 5.00%; and Joseph Plumbing, LLC to perform NAICS 237110: Water and Sewer Line and Related Structures Construction at 5.00%.

Aclara Technologies, LLC committed to utilizing the following certified SBE-Goods firm: A & B Pipe and Supply, Inc. to perform NIGP 89044: Meters, Water at 2.00%.

The subcontractors for SBE-Con and SBE-Goods confirmed their participation via BMWS. The Utilization Plan submitted by Aclara Technologies, LLC was approved pursuant to the firm's commitment to meeting a 10.00% SBE-Con Subcontractor Goal and 2.00% SBE-Goods Subcontractor Goal.

Aclara Technologies, LLC is in compliance with the 10.00% SBE-Con Subcontractor Goal and 2.00% SBE-Goods Subcontractor Goal established for this contract. Aclara Technologies, LLC is compliant with Implementing Order 3-41 and 3-22, which governs the SBE-Goods and SBE-Construction program.

SBD has verified that none of the aforementioned firms are listed with an open violation on the Compliance report of Open and Closed Small Business Wage and/or Workforce Violations in the last three (3) years, as of March 22, 2024.

Please note that SBD's staff reviewed the specifics for compliance with the SBE-Goods and SBE-Construction program. The Strategic Procurement Department is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Rose Sanon, SBD Contract Compliance Officer 2 at (305) 375-3163.

c: Laurie Johnson, SBD
Etheria Rolle-Collie, SBD
Brian Webster, SPD
File

Memorandum



Date: November 13, 2023

To: Brian Webster, CPPO
Procurement Contracting Officer
Strategic Procurement Officer

From: Angela F. Benjamin
Assistant County Attorney

Subject: Responsiveness Opinion for RFP No. EVN0000380, Turnkey Advance Metering Infrastructure (AMI) Solution (the Solicitation)

On October 13, 2023, you asked this office if proposals submitted by three proposers, Badger Meter, Inc. (Badger), Consolidated Pipe and Supply Co. (Consolidated), and Core & Main, LP (Core) for the Solicitation referenced above can be considered responsive to the Solicitation. We asked for additional information from you and received all the necessary information on or before October 23, 2023.

Because the value of the contract involved exceeds \$1 million, we are providing this formal responsiveness opinion.

For the reasons described below and based on the facts provided in your October 13, 2023 memorandum, the Solicitation, and the additional information received on and before October 23, 2023, Badger and Core's proposals are both non-responsive and Consolidated's proposal is non-compliant and ineligible for award. Please note that the below opinion is based solely on the information provided by you. This office has not conducted an independent assessment of the proposals received. If new or additional information is discovered, this opinion may change.

FACTS

The Solicitation sought proposals for a state-of-the-art turnkey Advanced Metering Infrastructure (AMI) Solution to support Miami-Dade Water and Sewer Department's (WASD's) operations. Currently, WASD's meter infrastructure incorporates a combination of manually read meters with readings captured via handheld reading devices. The AMI solution will convert the current meter reading system to a system that leverages smart devices to improve WASD's operations.

Section 1.3 of the proposal specifically provides:

The County may, at its sole and absolute discretion, reject any and all or parts of any or all Proposals; accept parts of any and all Proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Proposals received as a result of this process. **In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its Proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive.**

The Proposer's Proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the Proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a Contract substantially in the terms herein.

In addition, the Solicitation requires the submission of certain affidavits and certificates by each proposer. For example, each proposer is required to submit a Certificate of Assurance for Small Business Participation on County Projects ("SBD Certificate of Assurance") (attached to the Solicitation as Attachment K). That form specifically provides that, "[t]his completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s)." At the bottom of Attachment K, the particular proposer must attest that it understands that it **"will be deemed non-compliant and not eligible for award if [it] fail[s] to . . . submit the form with [its] bid/proposal documents[.]"** See Solicitation at Attachment K (emphasis added).

Attachment B of the Solicitation provides the proposal price schedule for proposers to use in their submissions. The instructions for Attachment B provide that "unit prices shall be inclusive of all labor, material, equipment, overhead, profit, and out-of-pocket expenses required to furnish and install items identified." Attachment B further states that, "[t]he Total Proposal Price shall represent the Proposer's total price offer to the County. The Proposer, if awarded a contract, shall not be entitled to an amount for compensation in excess of the Total Proposal Prices."¹

Here, three proposers timely submitted proposals in response to the Solicitation: Badger, Consolidated, and Core.

In the Assumptions section of its proposal, Badger makes at least one relevant statement. In particular, Badger provides that the prices listed in its proposal are "subject to change based on advisement from the County of different applicable responsible wage requirements." Badger's proposal also provides that,

[l]abor costs in this Base Bid Option 1 reflect the use of union labor performed by LiUNA!. The wage rate used is subject to confirmation by the County that this rate complies with applicable Responsible Wage law. Finally, pricing for labor costs are subject to change based on any changes imposed by the County with respect to (i) mandate that a different responsible wage rate be used for a particular task and/or (ii) increase in applicable responsible wage rate for a particular trade or trade(s) being used as part of this proposal.²

Although Badger submitted 3 different alternate options, each one was "subject to the specific assumptions" listed by Badger in the assumptions sections of each alternate option. See Badger proposal at Disclosures (page 8 of the proposal).

¹ A draft form agreement is also included as an attachment to the Solicitation. Article 9 of that draft form agreement specifically provides that, "[u]nit prices shall remain fixed for the term of the Contract." Article 9 emphasizes this point by stating that, "[t]he Contractor's prices shall be inclusive of all costs, delivery, charges, and fees. Additional charges of any kind will not be accepted."

² Each of Badger's alternate proposal options include similar language with respect to the potential fluctuation in labor costs over the life of the agreement.

Consolidated's proposal was particularly scant. It included the Proposal Price Schedule and the 2 web forms required by the system for the document to be submitted. Consolidated's proposal failed to include a proposal response or SBD Certificate of Assurance, among other missing items.

Core's proposal included a page entitled "Exceptions" in which it provided that its bid is "**made expressly conditioned upon assent by**" the County "**to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal**, any contract documents and specifications, and any prior addenda thereto." Core then listed a number of specific provisions different than those in the Solicitation that it conditioned its bid on acceptance of, including but not limited to, the insurance and purchase option provisions. Core's proposal also "reserve[d] the right to negotiate contract terms and conditions mutually agreeable to both parties" and then identified 27 provisions it wishes to negotiate, including order of precedence, contract term, pricing and method and timing of payment, and indemnification and insurance, among others. In addition, Core's proposal "reserve[d] the right to increase costs to reflect increases in the County's Wage and Benefits Schedule during the project, or if Miami-Dade's Living Wage increases."

The responsiveness of each proposal is discussed below.

DISCUSSION

The operative question presented in your inquiry is whether the proposers attempted to reduce, limit, or modify a material solicitation requirement and make their bids conditional and therefore nonresponsive. "Bid-responsiveness determinations focus on whether a bidder has unequivocally offered to perform, without exception, 'the exact thing called for in a solicitation so that acceptance of the bid will bind the contractor to perform in accordance with all of the [RFP's] material terms and conditions.'" *Monument Realty LLC v. Wash. Metro. Area Transit Auth.*, 535 F. Supp. 2d 60, 74 (D.D.C. 2008) (quoting *In re: Walashek Indus. & Marine*, B-281577, 99-1 CPD ¶ 30, 1999 WL 43510, *1, (Comp. Gen. Jan. 29, 1999)); see also, *Glatstien v. City of Miami*, 399 So. 2d 1005 (Fla. 3d DCA 1981) (a deviation in a bid renders such bid nonresponsive if it: (1) would deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) adversely affect competitive bidding by placing a proposer in a position of advantage over other proposers).

This is the framework under which we evaluate the responsiveness of each of the proposals.

Badger

Badger's proposal provides that certain components of its pricing are "subject to change" based on adjustments to the responsible wages law. In its proposal, Badger specifically provides that each of its 3 alternate bids were "subject to the specific assumptions" included in Badger's proposal, including the variation in price due to adjustments in responsible wages. "Bid-responsiveness determinations focus on whether a bidder has unequivocally offered to perform, without exception, 'the exact thing called for in a solicitation so that acceptance of the bid will bind the contractor to perform in accordance with all of the [solicitation's] material terms and conditions.'" *Monument Realty LLC*, 535 F. Supp. 2d at 74 (quoting *In re: Walashek Indus. & Marine*, B-281577, 99-1 CPD ¶ 30, 1999 WL 43510, *1, (Comp. Gen. Jan. 29, 1999)). A vendor's qualification of a bid may render it non-responsive, depending on whether the County is deprived of the assurance that the contract would be entered into, performed, and guaranteed according

to its specific requirements. *See Glatstien*, 399 So. 2d at 1005. If a qualification has a clear and demonstrable effect on the amount of the bid, it is a material deviation that cannot be waived. *Harry Pepper & Assocs., Inc.*, 352 So. 2d at (“The test for measuring whether a deviation in a bid is sufficiently material to destroy its competitive character is whether the variation affects the amount of the bid by giving the bidder an advantage or benefit not enjoyed by the other bidders.”). It is well established that responses to a solicitation must be capable of assuring the County that, if accepted, the proposal will result in a contract that can be performed in accordance with the requirements of the solicitation. *Glatstein*, 399 So. 2d at 1007-1008. It is also well established that price is a material term of a contract. *See, e.g., Let Miami Beach Decide v. City of Miami Beach*, 120 So. 3d 1282, 1291 n.6 (Fla. 3d DCA 1282) (collecting authority for the proposition that the price term is among the information that “constitutes the essential minimum” to enter a contract).

Here, for similar reasons described below with respect to Core & Main’s proposal, Badger’s proposal has qualified or conditioned its proposal with respect to pricing. Badger does not simply assume that the responsible wages laws may change and factor that into their pricing proposal, it has specifically provided that each of its alternates are **subject to** the assumptions listed in Table C6, including the potential that the labor costs could fluctuate depending on changes in the responsible wages laws. Such conditioning not only makes it difficult to impossible for the County to compare Badger’s proposal with other proposers in a fair way, but also deprives the County of assurance that a contract would be entered into and performed in accordance with the requirements of the Solicitation. *See Glatstein*, 399 So. 2d at 1007-08. Accordingly, Badger’s proposal is non-responsive.³

Consolidated

Consolidated’s proposal is missing several items. One of those items – the SBD Certificate of Assurance – is determinative as to Consolidated’s participation in this Solicitation. The Form itself (Attachment K) provides that if the proposer fails to submit the form with its proposal, it will “be deemed non-compliant and not eligible for award[.]” Irrespective of any potential responsiveness issues, which are not analyzed in this opinion, Consolidated’s failure to include the SBD Certificate of Assurance with its proposal renders the proposal non-compliant and not eligible for award.

Core

Core’s proposal went beyond taking exceptions to requirements of the Solicitation. Core made its proposal expressly conditioned upon the County accepting explicit changes to various required provisions and allowing those revised terms to supersede and control over the terms of any other item in the Solicitation or proposed draft form contract. Core then identifies 27 provisions of the County’s form draft contract that it wishes to negotiate, including payment, indemnification and contract term, among others.

³ Although according to Badger’s assumptions, its Base Bid Option 1 “reflects the use of union labor performed by LIUNA!,” such information does not change this analysis. LIUNA! or the Laborers’ International Union of North America is not a County entity. The County has no control over the rates identified by LIUNA! or how frequently such rates fluctuate. The Solicitation itself requires that the prices be “inclusive of all labor,” etc. It also provides that the proposal price listed on each proposer’s proposal “shall represent the Proposer’s total price offer to the County.” Here, such fluctuation is directly contrary to this requirement. In addition, the concept that these rates could fluctuate does not provide the County with certainty that a contract would be entered into, performed, and guaranteed according to the specific requirements of the Solicitation.

Core's proposal is nonresponsive due to Core conditioning its proposal on its unilateral changes to the Solicitation's provisions, including the insurance requirements.⁴ Among other statements made in Core's exceptions, Core provides that "Core & Main will not be required to provide Builder's Risk, Professional Liability, or any coverage other than the coverage identified in its certificate of insurance. Cyber liability coverage will be provided by the manufacturer or the entity providing data hosting services." The Solicitation and the draft form agreement identifies the required types of insurance that the awardee is expected to provide here. Included within those requirements is coverage for professional liability in an amount not less than \$2,000,000 for each occurrence and \$4,000,000 in the aggregate and coverage for cyber liability in the same amounts as professional liability coverage. Essentially, Core appears to be requiring the County to agree to either less or no coverage for certain liability in contravention of the Solicitation's requirements. Such deviations are material and render the proposal non-responsive. *See, e.g., Matter of Metric Sys. Corp.*, B-256343, B-256343.2, 94-1 CPD 360, 1994 WL 269809 (Comp. Gen. June 10, 1994) (holding that protestor's exception to the solicitation's indemnification requirement changed the legal relationship between the parties as envisioned by the solicitation and rendered the protestor's bid non-responsive).

Angela Benjamin

Angela F. Benjamin

⁴ As explained in Miami-Dade County's Implementing Order 2-13, some examples "of issues involving responsiveness include . . . and whether a bidder or proposer qualified a response by stating that it would provide something less than what was called for." Here, that is exactly what Core did.

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 1

COMPOSITE

EVALUATION CRITERIA	PROPOSERS	Selection Factor Applicability		No		Local		Local	
		Maximum Points Per Member	Maximum Total Points (\$_members)	Badger Meter, Inc.	Core & Main LP	Aclara	Consolidated Pipe & Supply Co		
A. <u>Project Approach - General Requirements & Meters</u>									
1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	500	421	458	426	0		
A. <u>Project Approach - General Requirements & Meters</u>									
2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	500	434	466	448	0		
B. <u>Project Approach - AMI Solution</u>									
1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	500	422	449	433	0		
B. <u>Project Approach - AMI Solution</u>									
2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	500	440	448	418	0		
C. <u>Project Approach - Installation, Extensibility, Training, & Warranty</u>									
1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	500	439	451	434	0		
C. <u>Project Approach - Installation, Extensibility, Training, & Warranty</u>									
2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	250	208	221	183	0		
C. <u>Project Approach - Installation, Extensibility, Training, & Warranty</u>									
3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	250	199	213	198	0		
D. <u>Relevant Experience of Proposer</u>									
Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	750	638	653	670	0		
E. <u>Small and Local Business Utilization</u>									
Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	1000	811	953	829	0		
F. <u>Project Schedule</u>									
Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	250	222	231	220	0		
Total Points (Technical Criteria)		1000	5000	4234	4543	4259	0		
Selection Factor (10% of the Total Technical Points)		0	0	0	0	0	0		
Total Points (Technical & Selection Factor)		1000	5000	4234	4543	4259	0		
G. <u>Proposal Price Schedule</u>									
Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule		200	1000	780	889	935	0		

7/18/2024

Total Points (Financial Criteria)	200	1000	780	889	935	0
TOTAL POINTS	1200	6000	5014	5432	5194	0
Ranking			3	1	2	0

* 5% Local Preference Applies


Selection Committee Coordinator (Signature)

Brian Webster
Selection Committee Coordinator (Print Name)

6/5/24
Date

Saba Musleh
Reviewer

Saba Musleh
Review (Print Name)

7/18/24
Date

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

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 1

COMMITTEE MEMBER NAME: Bruce Jo McCauley
Name (Print)

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Badger Meter, Inc.	Core & Main LP	Aclara Technologies LLC	Consolidated Pipe & Supply Co
A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	89	90	90	
A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	96	96	100	
B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	84	83	80	
B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	86	90	85	
C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	91	86	93	
C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	43	43	40	
C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	45	43	42	
D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	110 90 BM	100	135	
E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	170	200	175	
F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	50	50	50	
Total Technical Points		1000	84 864 BM	881	890	

5,014 5,432 5,194

G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	120	170	180	
TOTAL POINTS	1200	984 ^{3m}	1051	1070	

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

B. Q. M. C. J.
Name (Sign)

6/5/2024
Date

TE 987	1087	1010
LE 1055	1050	1035
JF 1025	1112	1068
AM 960	1126	1011

B. J. W.

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 1

COMMITTEE MEMBER NAME: JAMES FERGUSON
Name (Print)

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Badger Meter, Inc.	Core & Main LP	Aclara Technologies LLC	Consolidated Pipe & Supply Co
A. Project Approach - General Requirements & Meters						
1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	80	95	85	Ø
A. Project Approach - General Requirements & Meters						
2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	80	90	80	Ø
B. Project Approach - AMI Solution						
1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	80	90	85	Ø
B. Project Approach - AMI Solution						
2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	85	90	85	Ø
C. Project Approach - Installation, Extensibility, Training, & Warranty						
1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	80	95	80	Ø
C. Project Approach - Installation, Extensibility, Training, & Warranty						
2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	42	47	40	Ø
C. Project Approach - Installation, Extensibility, Training, & Warranty						
3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	40	45	40	Ø
D. Relevant Experience of Proposer						
Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	135	140	130	Ø
E. Small and Local Business Utilization						
Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	170	175	150	Ø
F. Project Schedule						
Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	45	45	45	Ø
Total Technical Points		1000	837	912	820	Ø

		BADGER	CNM	ACLARA	CONSOLIDATED
G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	150	175	190	0
TOTAL POINTS	1200	987	1087	1010	0

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

James Fay
Name (Sign)

6/5/2024
Date

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 1

COMMITTEE MEMBER NAME: _____

Loira Urena

Name (Print)

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Badger Meter, Inc.	Core & Main LP	Aclara Technologies LLC	Consolidated Pipe & Supply Co
A. Project Approach - General Requirements & Meters						
1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	90	90	85	
A. Project Approach - General Requirements & Meters						
2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	85	85	85	
B. Project Approach - AMI Solution						
1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	90	90	85	
B. Project Approach - AMI Solution						
2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	95	80	75	
C. Project Approach - Installation, Extensibility, Training, & Warranty						
1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	85	85	80	
C. Project Approach - Installation, Extensibility, Training, & Warranty						
2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	40	35	35	
C. Project Approach - Installation, Extensibility, Training, & Warranty						
3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	40	40	40	
D. Relevant Experience of Proposer						
Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	140	135	140	
E. Small and Local Business Utilization						
Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	175	190	180	
F. Project Schedule						
Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	40	40	40	
Total Technical Points		1000	880	870	845	

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 1

COMMITTEE MEMBER NAME: _____

Josiel Ferrer-Diaz
Name (Print)

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Badger Meter, Inc.	Core & Main LP	Aclara Technologies LLC	Consolidated Pipe & Supply Co
A. Project Approach - General Requirements & Meters						
1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	85	90	83	
A. Project Approach - General Requirements & Meters						
2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	93	95	90	
B. Project Approach - AMI Solution						
1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	85	95	90	
B. Project Approach - AMI Solution						
2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	90	95	85	
C. Project Approach - Installation, Extensibility, Training, & Warranty						
1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	90	85	95	
C. Project Approach - Installation, Extensibility, Training, & Warranty						
2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	45	47	43	
C. Project Approach - Installation, Extensibility, Training, & Warranty						
3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	40	43	42	
D. Relevant Experience of Proposer						
Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	125	135	130	
E. Small and Local Business Utilization						
Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	150	195	170	
F. Project Schedule						
Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	40	48	45	
Total Technical Points		1000	843	928	873	

G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	185	190	195	
TOTAL POINTS	1200	1028	1118	1068	

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

Josiel Ferrer-Díaz,


6/5/2024

Name (Sign)
Date

RFP No. J000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 1

COMMITTEE MEMBER NAME: Francisco J. Martinez
Name (Print)

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Badger Meter, Inc.	Core & Main LP	Aclara Technologies LLC	Consolidated Pipe & Supply Co
A. Project Approach - General Requirements & Meters						
1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	77	93	83	N/A
A. Project Approach - General Requirements & Meters						
2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	80	100	93	N/A
B. Project Approach - AMI Solution						
1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	83	91	93	N/A
B. Project Approach - AMI Solution						
2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	84	93	88	N/A
C. Project Approach - Installation, Extensibility, Training, & Warranty						
1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	93	100	86	N/A
C. Project Approach - Installation, Extensibility, Training, & Warranty						
2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	38	49	25	N/A
C. Project Approach - Installation, Extensibility, Training, & Warranty						
3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	34	42	34	N/A
D. Relevant Experience of Proposer						
Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	128	143	135	N/A
E. Small and Local Business Utilization						
Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	146	193	154	N/A
F. Project Schedule						
Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	47	48	40	N/A
Total Technical Points		1000	810	952	831	N/A

G. Proposal Price Schedule

Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule

	200	150	174	180	N/A
TOTAL POINTS	1200	960	1126	1,011	N/A

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


Name (Sign)

6/5/2024
Date

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 1

Evaluation of Scores (Variance)

FIRM'S NAME	EVALUATION CRITERIA	Maximum Points Per Member	Committee Members					Average	Low Disparity	High Disparity
			Bille Jo McCarty	James Ferguson	Loira Urena	Josiel Ferrer-Diaz	Francisco Martinez			
Badger Meter, Inc.	A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements	100	89	80	90	85	77	84.20	56.41	111.99
	A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability	100	96	80	85	93	80	86.80	58.16	115.44
	B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints	100	84	80	90	85	83	84.40	56.55	112.25
	B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas	100	86	85	95	90	84	88.00	58.96	117.04
	C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers	100	91	80	85	90	93	87.80	58.83	116.77
	C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training	50	43	42	40	45	38	41.60	27.87	55.33
	C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products	50	45	40	40	40	34	39.80	26.67	52.93
	D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	110	135	140	125	128	127.60	85.49	169.71
	E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3	200	170	170	175	150	146	162.20	108.67	215.73
	F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4	50	50	45	40	40	47	44.40	29.75	59.05
	G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	120	150	175	185	150	156.00	104.52	207.48
	A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements	100	90	95	90	90	93	91.60	61.37	121.83
	A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability	100	96	90	85	95	100	93.20	62.44	123.96
	B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints	100	83	90	90	95	91	89.80	60.17	119.43
	B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas	100	90	90	80	95	93	89.60	60.03	119.17
	C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers	100	86	95	85	85	100	90.20	60.43	119.97

Core & Main LP	C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training	50	43	47	35	47	49	44.20	29.61	58.79
	C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products	50	43	45	40	43	42	42.60	28.54	56.66
	D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	100	140	135	135	143	130.60	87.50	173.70
	E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3	200	200	175	190	195	193	190.60	127.70	253.50
	F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4	50	50	45	40	48	48	46.20	30.95	61.45
	G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	170	175	180	190	174	177.80	119.13	236.47
Aclara	A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements	100	90	85	85	83	83	85.20	57.08	113.32
	A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability	100	100	80	85	90	93	89.60	60.03	119.17
	B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints	100	80	85	85	90	93	86.60	58.02	115.18
	B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas	100	85	85	75	85	88	83.60	56.01	111.19
	C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers	100	93	80	80	95	86	86.80	58.16	115.44
	C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training	50	40	40	35	43	25	36.60	24.52	48.68
	C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products	50	42	40	40	42	34	39.60	26.53	52.67
	D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	135	130	140	130	135	134.00	89.78	178.22
	E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3	200	175	150	180	170	154	165.80	111.09	220.51
	F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4	50	50	45	40	45	40	44.00	29.48	58.52
	G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	180	190	190	195	180	187.00	125.29	248.71

Consolidated Pipe & Supply Co	A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements	100	0	0	0	0	0	0.00	0.00	0.00
	A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability	100	0	0	0	0	0	0.00	0.00	0.00
	B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints	100	0	0	0	0	0	0.00	0.00	0.00
	B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, SaaS	100	0	0	0	0	0	0.00	0.00	0.00
	C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers	100	0	0	0	0	0	0.00	0.00	0.00
	C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training	50	0	0	0	0	0	0.00	0.00	0.00
	C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products	50	0	0	0	0	0	0.00	0.00	0.00
	D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	0	0	0	0	0	0.00	0.00	0.00
	E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3	200	0	0	0	0	0	0.00	0.00	0.00
	F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4	50	0	0	0	0	0	0.00	0.00	0.00
	G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	0	0	0	0	0	0.00	0.00	0.00

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 2

COMPOSITE

		Selection Factor Applicable		No	Local		Local
EVALUATION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (members)	(5)	Badger Meter, Inc.	Core & Main LP	Aclara
A. <u>Project Approach - General Requirements & Meters</u>							
1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	500		437	466	430
A. <u>Project Approach - General Requirements & Meters</u>							
2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	500		442	464	453
B. <u>Project Approach - AMI Solution</u>							
1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	500		449	454	449
B. <u>Project Approach - AMI Solution</u>							
2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	500		461	454	425
C. <u>Project Approach - Installation, Extensibility, Training, & Warranty</u>							
1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	500		455	474	447
C. <u>Project Approach - Installation, Extensibility, Training, & Warranty</u>							
2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	250		218	224	202
C. <u>Project Approach - Installation, Extensibility, Training, & Warranty</u>							
3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	250		199	219	200
D. <u>Relevant Experience of Proposer</u>							
Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	750		690	687	660
E. <u>Small and Local Business Utilization</u>							
Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	1000		867	948	809
F. <u>Project Schedule</u>							
Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	250		234	223	203
Total Points (Technical Criteria)		1000	5000		4452	4613	4278
Selection Factor (10% of the Total Technical Points)		0	0		0	0	0
Total Points (Technical & Selection Factor)		1000	5000		4452	4613	4278

7/18/2024

G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	1000	750	889	935
Total Points (Financial Criteria)	200	1000	750	889	935
TOTAL POINTS	1200	6000	5202	5502	5213
Ranking			3	1	2

* 5% Local Preference Applies



Selection Committee Coordinator (Signature)

Brian Webster

Selection Committee Coordinator (Print Name)

7/3/24

Date



Reviewer

Saba Musleh

Review (Print Name)

7/18/24

Date

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

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 2

COMMITTEE MEMBER NAME: Billie Jo McCarty
Name (Print)

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Badger Meter, Inc	Core & Main LP	Aclara Technologies LLC
A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	92	96	94
A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	BM 89	BM 94	31 91
B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	89	93	91
B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	93	94	78
C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	100	96 97 ^{BM}	96
C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	48	46	BM 40
C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	45	47	35
D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	145	129	125
E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	187	BM 195	150
F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	50	42	33
Total Technical Points		1000	938	933	833

C&M = 5502
Aclara = 5213
Badger = 5202

G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	120	170	180
TOTAL POINTS	1200	1058	1103	1013

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


Name (Sign)

7/3/2024
Date

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 2

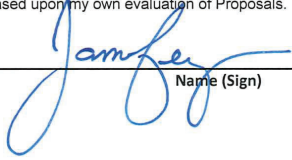
COMMITTEE MEMBER NAME: JAMES FERGUSON
Name (Print)

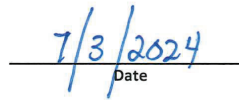
EVALUATION CRITERIA	PROPOSERS	Maximum Points	Badger Meter, Inc	Core & Main LP	Aclara Technologies LLC
A. Project Approach - General Requirements & Meters					
1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	90	95	85
A. Project Approach - General Requirements & Meters					
2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	85	90	85
B. Project Approach - AMI Solution					
1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	90	90	85
B. Project Approach - AMI Solution					
2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	90	90	85
C. Project Approach - Installation, Extensibility, Training, & Warranty					
1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	85	95	80
C. Project Approach - Installation, Extensibility, Training, & Warranty					
2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	45	47	42
C. Project Approach - Installation, Extensibility, Training, & Warranty					
3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	40	45	42
D. Relevant Experience of Proposer					
Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	140	140	130
E. Small and Local Business Utilization					
Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	170	175	165
F. Project Schedule					
Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	48	45	45
Total Technical Points		1000	883	912	846/4

③
5202
 ①
5502
 ②
5213

G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	150	175	190
TOTAL POINTS	1200	1033 ✓	1087 ✓	1036 ✓ 1034 ✓

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


Name (Sign)


Date

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 2

COMMITTEE MEMBER NAME: _____

Loira Urena

Name (Print)

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Badger Meter, Inc	Core & Main LP	Aclara Technologies LLC
A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	90	90	85
A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	85	85	90
B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	90	90	90
B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	95	80	85
C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	90	85	90
C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	40	35	40
C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	40	40	35
D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	140	140	140
E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	180	190	175
F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	45	40	40
Total Technical Points		1000	895	875	870

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 2

COMMITTEE MEMBER NAME: Josiel Ferrer-Diaz 7/3/2024
Name (Print)

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Badger Meter, Inc	Core & Main LP	Aclara Technologies LLC
A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	85	92	83 83
A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	93	95	94
B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	85 90	90	90
B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	93	97	89
C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	87	97	95
C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	45	47	45
C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	40	45	43
D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	125	135	125
E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	170	195	165
F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	46	48	45
Total Technical Points		1000	874	941	874

G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	175	190	195
TOTAL POINTS	1200	1049	1131	1069

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

Josiel Ferrer-Díaz,

Name (Sign)

7/3/2024

Date

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 2

COMMITTEE MEMBER NAME: _____

Francisco J. Martiwa
Name (Print)

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Badger Meter, Inc	Core & Main LP	Aclara Technologies LLC
A. Project Approach - General Requirements & Meters					
1) Project Approach, in accordance with Section 5.1(A), General Requirements		100	80	93	83
A. Project Approach - General Requirements & Meters					
2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability		100	90	100	93
B. Project Approach - AMI Solution					
1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints		100	90	91	93
B. Project Approach - AMI Solution					
2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas		100	90	93	88
C. Project Approach - Installation, Extensibility, Training, & Warranty					
1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers		100	93	100	86
C. Project Approach - Installation, Extensibility, Training, & Warranty					
2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training		50	40	49	35
C. Project Approach - Installation, Extensibility, Training, & Warranty					
3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products		50	34	42	34 45
D. Relevant Experience of Proposer					
Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2		150	140	143	140
E. Small and Local Business Utilization					
Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3		200	160 110	48 193	40 154
F. Project Schedule					
Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4		50	45	48	40
Total Technical Points		1000	862 745	952 807	857

G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	130	174	180 180
TOTAL POINTS	1200	992 904	1126	1037

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

Name (Sign)

Francisco J. Martinez

Date

5202
7-3-2024

5502

5213

RFP No. EVN0000380
TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
EVALUATION 2

Evaluation of Scores (Variance)

FIRM'S NAME	EVALUATION CRITERIA	Maximum Points Per Member	Committee Members					Average	Low Disparity	High Disparity
			Billie Jo McCarly	James Ferguson	Loira Urena	Josiel Ferrer-Diaz	Francisco Martinez			
Badger Meter, Inc.	A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements	100	92	90	90	85	80	87.40	58.56	116.24
	A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability	100	89	85	85	93	90	88.40	59.23	117.57
	B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints	100	89	90	90	90	90	89.80	60.17	119.43
	B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas	100	93	90	95	93	90	92.20	61.77	122.63
	C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers	100	100	85	90	87	93	91.00	60.97	121.03
	C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training	50	48	45	40	45	40	43.60	29.21	57.99
	C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products	50	45	40	40	40	34	39.80	26.67	52.93
	D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	145	140	140	125	140	138.00	92.46	183.54
	E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3	200	187	170	180	170	160	173.40	116.18	230.62
	F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4	50	50	48	45	46	45	46.80	31.36	62.24
	G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	120	150	175	175	130	150.00	100.50	199.50
Core & Main LP	A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements	100	96	95	90	92	93	93.20	62.44	123.96
	A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability	100	94	90	85	95	100	92.80	62.18	123.42
	B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints	100	93	90	90	90	91	90.80	60.84	120.76
	B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas	100	94	90	80	97	93	90.80	60.84	120.76
	C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers	100	97	95	85	97	100	94.80	63.52	126.08
	C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training	50	46	47	35	47	49	44.80	30.02	59.58
	C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products	50	47	45	40	45	42	43.80	29.35	58.25
	D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	129	140	140	135	143	137.40	92.06	182.74
	E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3	200	195	175	190	195	193	189.60	127.03	252.17
	F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4	50	42	45	40	48	48	44.60	29.88	59.32
	G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	170	175	180	190	174	177.80	119.13	236.47
Aclara	A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements	100	94	85	85	83	83	86.00	57.62	114.38
	A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability	100	91	85	90	94	93	90.60	60.70	120.50
	B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints	100	91	85	90	90	93	89.80	60.17	119.43
	B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas	100	78	85	85	89	88	85.00	56.95	113.05
	C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers	100	96	80	90	95	86	89.40	59.90	118.90
	C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training	50	40	42	40	45	35	40.40	27.07	53.73
	C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products	50	35	42	35	43	45	40.00	26.80	53.20
	D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	125	130	140	125	140	132.00	88.44	175.56
	E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3	200	150	165	175	165	154	161.80	108.41	215.19
	F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4	50	33	45	40	45	40	40.60	27.20	54.00

	G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	180	190	190	195	180	187.00	125.29	248.71
Consolidated Pipe & Supply Co	A. Project Approach - General Requirements & Meters 1) Project Approach, in accordance with Section 5.1(A), General Requirements	100	0	0	0	0	0	0.00	0.00	0.00
	A. Project Approach - General Requirements & Meters 2) Project Approach, in accordance with Section 5.1(B), Water Meters and Interoperability	100	0	0	0	0	0	0.00	0.00	0.00
	B. Project Approach - AMI Solution 1) Project Approach, in accordance with Section 5.1(C), Solution Functionality - Endpoints	100	0	0	0	0	0	0.00	0.00	0.00
	B. Project Approach - AMI Solution 2) Project Approach, in accordance with Section 5.1(D), Solution Functionality - AMI Network, Naas, Saas	100	0	0	0	0	0	0.00	0.00	0.00
	C. Project Approach - Installation, Extensibility, Training, & Warranty 1) Project Approach, in accordance with Section 5.1(E), Installation and Meter Box Covers	100	0	0	0	0	0	0.00	0.00	0.00
	C. Project Approach - Installation, Extensibility, Training, & Warranty 2) Project Approach, in accordance with Section 5.1(F), Third Party Integrations/System Extensibility/Training	50	0	0	0	0	0	0.00	0.00	0.00
	C. Project Approach - Installation, Extensibility, Training, & Warranty 3) Project Approach, in accordance with Section 5.1(G), Warranties and 5.1(H), AMI Innovative Technology and Products	50	0	0	0	0	0	0.00	0.00	0.00
	D. Relevant Experience of Proposer Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	0	0	0	0	0	0.00	0.00	0.00
	E. Small and Local Business Utilization Plan to provide equal access to small, local, diverse, and disadvantaged suppliers, in accordance with Section 5.3	200	0	0	0	0	0	0.00	0.00	0.00
	F. Project Schedule Proposer's preliminary project schedule that includes key milestones, in accordance with Section 5.4	50	0	0	0	0	0	0.00	0.00	0.00
	G. Proposal Price Schedule Proposer's offer to the County, in accordance with Attachment B, Proposal Price Schedule	200	0	0	0	0	0	0.00	0.00	0.00



MEMORANDUM

(Revised)

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

DATE: November 18, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)

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)(1)
11-18-25

RESOLUTION NO. R-1128-25

RESOLUTION AUTHORIZING A DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING AWARD OF CONTRACT NO. EVN0000380 FOR A TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION TO CORE & MAIN LP IN AN AMOUNT NOT TO EXCEED \$273,637,617.00 FOR A 20-YEAR TERM FOR THE WATER AND SEWER DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38, EXCEPT THAT THE ONE, FIVE-YEAR OPTION TO RENEW WILL BE BROUGHT TO THE BOARD FOR APPROVAL

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

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

Section 1. This Board finds it is in the best interest of Miami-Dade County to award Contract No. EVN0000380 as a designated purchase, in substantially the form attached and made a part hereof, for a Turnkey Advanced Metering Infrastructure (AMI) Solution to Core & Main LP in an amount not to exceed \$273,637,617.00 for a 20-year term for the Water and Sewer Department, pursuant to section 2-8.1(b)(3) of the County Code by a two-thirds vote of the Board members present.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation or extensions, pursuant to section

2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38, except that the one, five-year option to renew will be brought to the Board for approval. A copy of the contract document is on file with and available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by **Sen. René García**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** 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	aye
Danielle Cohen Higgins	aye	Natalie Milian Orbis	aye
Raquel A. Regalado	aye	Micky Steinberg	aye
District 5 - Vacant			

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of November, 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.

A handwritten signature in dark ink, appearing to be "JO", is written over a horizontal line.

Jose I. Ortega

**TURNKEY ADVANCED METERING INFRASTRUCTURE (AMI) SOLUTION
CONTRACT NO. EVN0000380**

THIS AGREEMENT for the provision of an Advance Metering Infrastructure ("AMI") Solution, made and entered into as of this _____ day of _____, 2025 by and between Core & Main LP, a limited partnership organized and existing under the laws of the State of _____, having its principal office at 1830 Craig Park Court, St Louis, MO 63146 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Turnkey Advanced Metering Infrastructure implementation and support services, on a non-exclusive basis, that shall conform to the Scope of Work (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0000380 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated August 28, 2023 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such Turnkey Advanced Metering Infrastructure implementation and support services for the County, in accordance with the terms and conditions of this Agreement.

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APPENDICES:

- A SCOPE OF WORK
- B PRICE SCHEDULE

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 word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Work (Appendix A), (iii) Price Schedule (Appendix B), (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
3. The words "Construction" or "construction" to mean the scope and value of Appendix B, *Price Schedule*, Forms C1 and C2 (Item Nos. 1 through 34) and Form C3 (Item Nos 1 through 35).
4. The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative of the County designated to manage the Contract.
5. The word "Contractor" to mean Core & Main LP and its permitted successors.
6. The words "Contractor's Representative" have the meaning prescribed to them in Article 22.
7. The word "Days" to mean calendar days.
8. 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.
9. The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
10. The words "Extra Work" have the meaning prescribed to them in Article 42.
11. 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.
12. The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
13. The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
14. The words "Project Schedule" have the meaning prescribed to them in Article 33.
15. The words "Punchlist Work" have the meaning prescribed to them in Article 45.
16. The words "Receipt of Invoice" have the meaning prescribed to them in Article 46.
17. The words "Schedule of Values" have the meaning prescribed to them in Article 34.
18. The words "Scope of Work" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
19. The words "Work" or "Services" to mean the provision of the Contractor's obligations in accordance with the Scope of Work. The word "Work" to also mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

20. The word "Subcontractor" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor or labor and 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. The word "Supplier" to mean any person, entity, firm, or corporation who furnishes materials, equipment, software or other products in connection with the Work.
21. The words "Substantial Completion" have the meaning prescribed to them in Article 45.
22. The words "Implementation Period" to mean the period of the contract where the contractor is installing the AMI system, installing meters, installing endpoints, performing integrations, performing field services, executing business processes or change management, and completing the general contract condition for final System and User Acceptance as defined in the Agreement and Scope of Work.

ARTICLE 2 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Contract, the order of precedence is as follows: 1) Articles 1 through 95 of the Agreement; 2) Appendices to the Agreement; 3) Attachments to the Appendix A - Scope of Work (Attachment A and Attachment B); 4) Contractor's Proposal; 5) addenda to the RFP; 6) attachments and exhibits to the Request for Proposal; and 8) the Request for Proposal.

ARTICLE 3 RULES OF INTERPRETATION

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

ARTICLE 4 NATURE OF THE AGREEMENT

- A. This Agreement is a turnkey agreement to perform the Work specified in the Scope of Work. The Turnkey Solution will include all hardware, cloud-based software, equipment, materials, technical labor and support, installation labor, maintenance, related services including testing, supervision, project management and all other items necessary to implement an integrated Turnkey Solution for the County. The Contractor warrants and guarantees that this Agreement is fully Turnkey and, notwithstanding other terms in the contract, no change orders are permitted within the contract, unless accepted by the County. The Contractor warrants and guarantees to provide and support the Turnkey AMI Solution throughout the life of the contract. Furthermore, the Contractor warrants and guarantees all costs associated with the proposed Turnkey system are fully accounted for in the contract price.
- B. This Agreement incorporates, includes, and supersedes 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.

- C. The Contractor shall provide the services set forth in the Scope of Work and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- D. 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.
- E. 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.
- F. The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Work. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5 CONTRACT TERM

The Contract shall become effective on the date of the Notice to Proceed (the "Effective Date"), in accordance with Article 6, *Notice to Proceed*, below and shall continue through the last day of the twentieth (20th) year, thereafter (the "Contract Term"). The County, at its sole discretion, may renew this Contract for one (1), five (5)-year term. 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 TO PROCEED

A Notice to Proceed ("NTP") for installation, integration, testing, and demonstration of the Work will be provided by the County after all of the Contract Documents are properly completed and executed by the Contractor, approved by the Board of County Commissioners, and administratively executed by the County.

ARTICLE 7 NOTICE REQUIREMENTS

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

(1) To the County

a) to the Project Manager:

Miami-Dade County
Attention: Nelson Perez-Jacome
Phone: (786) 552-4420
E-mail: nelson.perez-jacome@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: cpo@miamidadegov

(2) To the Contractor

Core & Main LP
18701 SW 108th Avenue
Miami, FL 33157
Attention: District Manager
Phone: (786) 573-3401
E-mail: Lynn.Roncska@coreandmain.com

With a copy to:

Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146
Ph: (314) 432-4700
Fax: (314) 432-2550
E-mail: CM-Legal@coreandmain.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 8 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

- A. The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with the Price Schedule (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.
- B. Contract options shown on the Price Schedule (Appendix B), being all items on Forms C2, C3, C3a, and C4 (excluding items identified as "Required"), shall not be deemed as being incorporated into the Contract as a requirement until elected in writing by the County. Upon the County's election of a contract option, the item will be added to the Project Schedule, in accordance with Article 33, and Schedule of Values, in accordance with Article 34. Payment for the newly elected option item will become due on the effective date shown on the Project Schedule or as otherwise mutually agreed upon by the Parties. The County will reserve the right to elect contract options at any time, for the amounts shown on the Price Schedule (Appendix B), for a period not to exceed one year from effective date of the Contract.
- C. With respect to travel costs and travel-related expenses, if applicable, 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 9 PRICING

A. Bid Item Unit Prices

1. Unit Prices for hardware identified in the Price Schedule (Appendix B – Form C1) shall remain fixed for the term of the Implementation Period. Thereafter, unit prices for hardware are subject to adjustment, in accordance with Paragraph B below. Unit prices for these items will hereinafter be referred to as “Applicable Unit Prices”. The provisions of Paragraph B below shall apply for the term of the Contract, including any extension periods. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.
2. Pricing for meter installation, in accordance with the Price Schedule (Appendix B), shall expire at the end of the Implementation Period. The County reserves the right to order from the Contractor additional meters after the sixth (6th) year, in accordance with the provisions below.

B. Adjustment of Bid Item Unit Prices

The initial contract prices for Applicable Unit Prices shall remain fixed and firm for the term of the Implementation Period. Thereafter, prices may be adjusted upward or downward as follows:

- a. Upon completion of the Implementation Period, and every twelve (12) months thereafter, the County and the Contractor may negotiate price adjustments (decreases or increases). Adjustments shall be based on changes in the following pricing index: Producer Price Index (PPI), Series ID: PCU334514334514, Titled: Totalizing Fluid Meters and Counting Devices Manufacturing (not seasonally adjusted), as published by the U.S. Bureau of Labor Statistics (BLS). The Base PPI Index for adjustments shall be the Index published by the BLS for the referenced PPI Series in the month and year when the solicitation was opened and the Base Price shall be the Contract's initial price(s).

Example (Initial Adjustment)
Solicitation's Opening Date: January 7, 2022

Initial Contract Price (Base Price):	\$100.00
Current PPI Index (March 2023)	232.9450
Less: Base PPI Index (January 2022)	<u>229.8150</u>
Equals: Index Point Change	3.1300
Index Point Change	3.1300
Divided By: Base PPI Index	229.8150
Equals	0.01362
Multiplied by 100	1.3620
Equals Percent Change	1.37%
Percent Change	1.37%
Multiplied by Price	\$100.00
Applicable PPI Increase	\$1.37
Adjusted Price According to PPI	\$101.37

- b. The Base Price and the Base PPI Index shall remain constant throughout the Contract term and shall be the basis of all adjustments.

Example (2nd Adjustment)

Current PPI Index (March 2024)	240.1000
Less: Base PPI Index (January 2022)	<u>229.8150</u>
Equals: Index Point Change	10.2850
Index Point Change	10.2850
Divided By: Base PPI Index	229.8150

Equals	0.04475
Multiplied by 100	4.4753
Equals	Percent Change
Percent Change	4.48%
Multiplied by Price	\$100.00
Applicable PPI Increase	\$4.48
Adjusted Price According to PPI	\$104.48

- c. Should the referenced index be discontinued by the BLS, or should its data be unavailable, the County and the Contractor will agree on a new Producer Price Index (PPI) (not seasonally adjusted).
- d. Price increases must be requested by the Contractor. Requests should be made after completion of the Implementation Period and thereafter two (2) months prior to the end of the current twelve (12) month pricing period. The County will review the Contractor's requests for price adjustment and will grant the price adjustment as requested, negotiate with the Contractor to determine the appropriate price adjustment, or reject the request in its best interest having substantiated cause. If the County elects to reject the Contractor's request for an adjustment, the Contractor is not excused from continuing to perform under the Contract. Failure of the Contractor to perform under these circumstances may result in the Contractor being deemed in breach of contract and the County terminating its Contract with the Contractor in accordance with Article 72, *Event of Default*.
- e. Adjusted prices shall remain firm for at least twelve (12) months; thereafter, prices may be readjusted as prescribed above.
- f. Any price adjustments authorized by the County shall be formalized by a Contract Modification or by other agreed upon means for agreement, originated and published by the Strategic Procurement Department, and signed by the Contractor. Under no circumstances should the Contractor invoice the County a price that is higher than the price authorized through the Contract award or an approved Contract Modification.

ARTICLE 10 VARIABLE QUANTITIES

The quantity of unit-priced items in this contract are estimated and may vary, as an increase or decrease to the number identified by Appendix B, *Price Schedule*. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the County within 10 days from the beginning of the delay, or within such further period as may be granted by the County before the date of final settlement of the Contract. Upon the receipt of a written request for an extension, the County shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the County, is justified.

ARTICLE 11 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 prices as may be adjusted, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

Invoices shall be submitted electronically or in hard copy format by the Contractor to the County Project Manager a directed after contract award. The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 12 RETAINED PERCENTAGE

As additional security for the faithful performance of this Contract, during the Implementation Period only, the County shall deduct and retain from all progress payments one-half percent (0.5%) of the amount certified to be due thereunder. The County shall withhold retainage for an amount not to exceed \$500,000.00. Upon completion of Milestone 3, the County will pay to Contractor half of the retained amount, or \$250,000.00, with no further retainage to be withheld hereunder.

ARTICLE 13 USE OF MONIES WITHHELD

Deposits, retainage, or other monies withheld, whether in cash or securities, shall be security for the faithful performance of the Contract by the Contractor. Money may be withheld by the County from payment due to the Contractor for reasons to including the payment of claims, liens or judgments (as herein provided), and the value of nonconforming work. In the event any default results in loss, damage or expense to the County, then the County may apply such amounts withheld as may be necessary to compensate it for such loss, damage or expense, including liquidated damages.

ARTICLE 14 INDEMNIFICATION AND INSURANCE

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

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

1. Worker's Compensation as required by Florida Statute 440 or any applicable law.
2. Commercial General Liability with products/completed operations in an amount not less than \$2,000,000 per occurrence \$5,000,000 in the aggregate. General Liability limits may be met by a combination of General Liability and Excess Liability or Umbrella coverage. **Miami-Dade County must be included as an additional insured for ongoing and completed operations.**
3. Automobile Liability Insurance 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 \$2,000,000 each occurrence \$4,000,000 in the aggregate covering claims arising out of the rendering or failure to render professional services or provision of products.

5. Require the manufacturer or entity providing data hosting services to provide Cyber Liability for a minimum of \$5,000,000 each occurrence, \$10,000,000 General 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.

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 15 PERFORMANCE AND PAYMENT BOND

A minimum of ten (10) days' before Contractor commences any Construction work (See definition of "Construction", Article 1, *Definitions*), which shall be generally regarded as contract work, or any materials are purchased from a supplier, Contractor shall execute, deliver to the County and record in the public records of the County, a payment and performance bond equal to the total cost of Construction to take place on County-owned property. Each payment and performance bond shall be in compliance with all applicable laws including the terms and requirements of Florida Statutes, Section 255.05, including Sections 255.05(1)(a) and (c), 255.05(3), and 255.05(6). Payment and performance bonds will be in place only for the duration of the Implementation Period.

Alternatively to the payment and performance bond described above, the Contractor may provide County with an alternate form of security ("Alternative Security") which fully complies with Section 255.05 of the Florida State Statutes and meets the following specifications:

- A. The Contractor shall provide to County either a certified check that the County may deposit in a County-controlled bank account or an Irrevocable Letter of Credit, in accordance with Article 16, *Irrevocable Letter of Credit*, either of which shall be in a form and for an amount that is acceptable to the County and which shall remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate that all contractors performing work and/or making improvements on County-owned property and all suppliers of materials have been paid and the Contractor has obtained Completion of Construction; and
- B. Require that each prime contractor hired by the Contractor to perform work and/or make improvements on County-owned property shall provide a Performance Bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of the Contractor's contract in a form acceptable to the County to insure that his/her Construction work shall be completed by the contractor or, on its default his/her surety, and shall name the County as an additional obligee; and
- C. Require that each prime contractor hired by the Contractor to perform work and/or make improvements on County-owned property shall provide a Payment Bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of his/her/its respective contract in a form acceptable to the County to secure the completion of the development free from all liens and claims of sub-contractors, mechanics, laborers and material men and shall name the County as an additional obligee and payee.

If the Contractor provides the Alternative Security, the Contractor shall also comply with the following obligations:

- A. The Contractor shall obtain a Conditional Release of Lien from each of its prime contractor(s) at the time each progress payment is made; and
- B. The Contractor shall obtain an Unconditional Release of Lien from each of its prime contractor(s) within five (5) business days after payment is made.

In the event the Contractor's contractor(s) claim non-payment(s), and/or, fail to timely provide Unconditional Releases of Lien within the timeframe stipulated under these terms, the Contractor reserves the right but not the obligation to:

- A. Reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated;
or;
- B. Appropriate funds for such payment(s) from any cash deposit(s) or security posted and make payment(s) directly to the claimant(s).

In either case, the Contractor shall within ten (10) business days of the County's notification deposit an amount equal to the reduced/dispensed amount in the County's escrow account or increase the irrevocable letter of credit so as to replenish the original amount of the cash deposit(s) or security posted.

All bonds provided by the Contractor or its prime contractor(s) must meet the following requirements:

- A. Be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of a company listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.
- B. Clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond(s) shall be prior to the issuance of the NTP. The County may negotiate the amount of the

bond(s) depending on the phase of the Project.

Failure by the Contractor to provide the required performance and payment bond(s) or Alternative Security in the manner and within the time specified, or within such extended period as the County may grant based upon reasons determined adequate by the County, shall render the Proposer ineligible for award and the County may retain the ineligible Proposer's bid security.

ARTICLE 16 IRREVOCABLE LETTER OF CREDIT

- A. An Irrevocable Letter of Credit (LOC) will be accepted as a substitution of security for the performance of work, in lieu of providing Payment and Performance Bonds. The Contractor shall, within ten (10) business days after contract award and before the County issues the Notice to Proceed, provide to the County a LOC in the amount of 100% of the estimated value of Construction (See definition of "Construction", Article 1, *Definitions*). The LOC shall be accessible such that the County may, at its convenience, withdraw funds from the LOC in the event the Contractor fails to execute its payment and performance obligations in a timely manner. The LOC shall be refreshed within five (5) days if drawdowns are made by the County, such that the amount of the LOC is continual at the amount equal to 100% of the cost of Construction. The LOC shall remain in full force for the Contract term that terminates upon Final Completion of Construction, as the term may be extended by the County. On the first anniversary of the effective date and each anniversary date thereafter contained in the Notice to Proceed, the Contractor may cause the amount of the LOC to decrease to reflect 100% of the outstanding amount for Construction.
- B. The LOC shall be in an acceptable form to the County, and shall be issued by a major U.S. commercial bank or a U.S. branch office of a foreign bank, in either case, with a Credit Rating of at least (a) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (b) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's, but not both. Provisions of the LOC shall not limit, in any way, any liability of the Contractor to the County. The LOC shall be drawn on a financial institution which is federally insured and authorized to do business and with offices in the State of Florida.

ARTICLE 17 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.

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 18 PRE-WORK CONFERENCE

Pre-Work Conference(s) will be held prior to the issuance of the NTP to discuss the work to be performed under this Contract. The Contractor and its major Subcontractors shall be required to attend this meeting. The Contractor will be advised of the time, date and location of the meeting. Project Progress Meetings shall be conducted in accordance with Article 35, *Project Progress Meetings*.

ARTICLE 19 SMALL BUSINESS ENTERPRISE (SBE) SUBCONTRACTING OPPORTUNITY

- A. A Small Business Enterprise (SBE) is a business entity certified by the County to provide goods or services, which has a valid business tax receipt issued by the County at least one year prior to certification, an actual place of business in Miami-Dade County, not a virtual office, and whose three-year average gross revenues do not exceed the following contracting participation levels:
- (i) Micro Tier 1 - \$0 to \$750,000;
 - (ii) Micro Tier 2 - \$750,000.01 to \$2,000,000, or a manufacturer with fifty (50) employees or less (goods only), or a wholesaler with fifteen (15) employees or less (goods only), without regard to gross revenues; or
 - (iii) Tier 3 - \$2,000,000.01 to \$5,000,000, or a manufacturer with one hundred (100) employees or less (goods only), or wholesaler with fifty (50) employees or less (goods only), without regard to gross revenues.
- B. The Contractor is not obligated to utilize the services of a SBE to perform the Work, but is encouraged to maximize the participation of SBEs to the extent possible, at the discretion of the Contractor.

ARTICLE 20 OVERVIEW OF CONTRACTOR RESPONSIBILITIES

- A. Contractor shall complete the Project as specified in a timely manner, in accordance with all industry practices generally accepted as standards of the industry in the State of Florida, in a good and workmanlike manner, free from defects, and in accordance with the Scope of Work (Appendix A).
- B. The Contractor shall coordinate the Work performed by its Subcontractors and Suppliers and be fully responsible to the County for all acts and omissions of Subcontractors, Suppliers and their employees. Any provision of the Contract referring to the acts or omissions of the Contractor shall also refer to and include the acts and omissions of all Subcontractors and Suppliers.
- C. If any portion of the subcontracted Work is not performed in accordance with the Contract, or if a Subcontractor or Supplier commits or omits any act that would constitute a breach of the Contract, the Contractor shall cure the breach, and at the direction of the Project Manager, shall replace the Subcontractor or Supplier. The Subcontractor or Supplier shall not be employed again on the Work.
- D. Compliance with Requirements – The Contractor shall provide all materials and undertake all efforts necessary or appropriate (excluding only those materials, services and efforts that the Contract Documents specify will be furnished by the County or other persons) to complete the Project in accordance with the requirements of the Contract Documents, the Schedule, all applicable laws, all Governmental Approvals, the County-Approved Quality Assurance & Quality Control Plans, Contractor's approved Safety Program (if applicable), and all other applicable safety, environmental and other requirements, taking into account Right-of-Way constraints, if applicable, and other physical limits resulting from constraints affecting the Project, so as to achieve Substantial Completion and Final Completion and to perform all required tests by the deadlines specified herein, and otherwise to do everything required by and in accordance with the Contract Documents.
- E. Professional Qualifications – Contractor shall perform the Work under the supervision of persons licensed to practice the applicable function/profession in the State of Florida (if applicable), by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract, and who shall assume professional responsibility for the accuracy and completeness of the Work prepared or checked by them.
- F. Governing Dimensions – Before commencing any contracted work, Contractor shall verify all governing dimensions at the Worksite, examine all adjoining work and activities that may have an impact on Work, and ensure that the Contract Documents (and any other documents related to the Work) accurately depict all governing and adjoining dimensions.

- G. Means and Methods – Contractor shall be solely responsible for the performance of its Work in accordance with its own means, methods, sequences, and procedures, and for coordination of all portions of its Work in compliance with the Contract.
- H. Performance During Disputes – At all times during the term hereof, including during any dispute, Contractor shall perform as directed by the County, and shall comply with all provisions of the Contract if the County continues to pay, or stated an intent to pay Contractor for Contractor's Work, with the exception of rework.
- I. Subcontractors & Suppliers – Contractor shall be responsible for the acts and omissions of its Subcontractors and Suppliers.
- J. Assistance to the County – Contractor shall provide such assistance as is reasonably requested by the County in prosecuting and defending lawsuits in any and all matters relating to the Work, which is caused by the Contractor's negligent acts/omissions. Such assistance may include providing information and reports regarding the Work, as well as executing declarations and attending meetings and hearings. In no event shall the Contractor be required to provide legal services.
- K. Cooperation – Contractor shall cooperate with the County and its authorized representatives, in their review(s) and/or inspection(s) of any portion or phase of the Work, and other matters relating to the Work.
- L. Mitigation – Contractor shall mitigate delay in all circumstances, to the extent reasonably possible, including the re-sequencing, reallocating or redeploying of its forces to other work, as appropriate.

ARTICLE 21 AUTHORITY OF THE COUNTY PROJECT MANAGER

- A. The County Project Manager is designated by the County to manage the Work performed by the Contractor and all activities associated with the performance and completion of the Work. The Contractor shall be bound by all orders of the County Project Manager, their designee, and authorized agent(s) to perform the Work, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's order.
- B. Where orders are given orally, they will be issued in writing by the Project Manager by e-mail, and followed by a written change order, if applicable/approved by the County, as soon thereafter as is practicable. If the Contractor determines the order of the Project Manager results in a change to the Contractor's costs or an adverse impact to the Project Schedule, the Contractor shall have the right to claim the change(s) as Extra Work, in accordance with the provisions of Article 42, *Extra Work*.

The authority of the Project Manager to issue oral directions are limited to the following conditions:

- Safety
- Emergencies, i.e. damages to property, error and omissions impacting the Work
- Code and legislative changes
- Differing site conditions

- C. The Contractor must 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 provisions of Article 48, *Dispute Resolution Procedure*.

ARTICLE 22 CONTRACTOR'S REPRESENTATIVE

Contractor shall have a Contractor's Representative with full authority to represent and act for the Contractor. Prior to the County's issuance of a Notice to Proceed (NTP), Contractor shall submit (for the County's review and acceptance) the name, qualifications and experience of its proposed Contractor's Representative.

Contractor's Representative shall act for the Contractor in all matters concerning the Work, and, subject to all requirements of this Contract, shall have the following authority and obligations:

1. Ability to so organize the Work, and the Work of its Subcontractors, to complete the Work in accordance with the Contract and the Contractor's bar chart, as accepted by the County Project Manager.

2. Ability to delegate defined authority to other Contractor personnel (who thus also become Contractor's Representatives, as provided in this Contract, to the extent specified), subject to written notice to, and approval by, the Project Manager.
3. During performance of the Work, Contractor's Representative shall be present at the Worksite(s) or have its fully-empowered delegate present at the Worksite, at all times that any Work is in progress or at any time any employee or Subcontractor of the Contractor is present at the Worksite.

ARTICLE 23 ACCESS TO THE WORKSITE(S)

- A. The County will, at all times during the term of the Contract, have access to the Work at the Worksite(s), and all documents on which the Work is based.
- B. At any time during the term of the Contract, upon reasonable notice, the County may review the documents on which the Work is based, inspect the Worksite(s), and review, inspect and test all Work, equipment, software, and all other materials wherever located (collectively "Inspect" or "Inspection").

ARTICLE 24 SEQUENCE OF OPERATIONS

The Contractor must propose a sequence of operations that best suits the proposed Project plan and Schedule. The proposed sequence of operations can be further enhanced if agreed by both the Contractor's Representative and the County Project Manager. Deviations from the sequence of operations shall be submitted and approved by the County. The Scope of Work included in each milestone shall be included in the submittals. This submittal shall include routes to be installed in each milestone. The County reserves the right to approve route modifications, deviations to the route schedule, and starting new routes prior to the completion of previous or current milestones.

The Contractor shall submit their proposed customer notification and installation plan as a submittal. The County reserves the right to reasonably modify this process to best accommodate the customer at no additional cost to the County.

ARTICLE 25 ALTERNATIVE CODES AND STANDARDS

Codes and Standards not in accordance with those contained in the Contract shall not be used unless accepted by the County Project Manager in writing. If the Contractor wishes to utilize codes or standards not specified in the Contract, Contractor shall submit for acceptance, sufficient information for the County Project Manager to determine Equivalency. Information shall include, but not be limited to, detailed comparison of the substitute standard/code, the rationale for Substitution, and whether it meets or exceeds the existing standard/code specified in the Contract.

ARTICLE 26 CONTRACTOR NOTICES TO THE COUNTY

All Notices to the County under this Contract shall be in writing to the County Project Manager for the subject matter of the Notice, with a copy to the Contracting Officer. No notice shall be effective unless it was delivered to the Project Manager and to the Contracting Officer as provided in this Contract in accordance with Article 7.

ARTICLE 27 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Contractor represents, warrants and covenants for the benefit of the County that:

- A. Status – If it is a corporation, limited partnership, general partnership, and/or joint venture, it is duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation and has full power and authority to own and operate its business and properties and perform the Work within the State of Florida.
- B. Review of Information and Inspection of the Worksite(s) – It has, in accordance with prudent and generally accepted engineering and industry practices:

1. Reviewed all of the information provided in the Contract (including reports provided by the County);
2. Inspected and evaluated the Worksite(s) and surrounding locations to the extent the Contractor deems necessary or advisable for performing all portions/phases of the Work under the Contract. These inspections and evaluations include without limitation:
 - a. The character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Worksite(s), including review of the Contract Documents provided by the County.
 - b. Conditions bearing upon transportation, disposal, handling, and storage of materials, goods, and equipment.
 - c. The availability of labor, water, electric power, and roads.
 - d. Uncertainties of weather, or physical conditions at the site.
 - e. The conformation and conditions of the ground.
 - f. The character of equipment and facilities needed preliminary to and during Work performance; and
 - g. Conditions bearing upon security and protection of material, Goods, Equipment, and Work in progress.
- C. Physical Requirements – As a result of its inspection and examination of the Worksite(s), and other related and surrounding sites and conditions, it is familiar with and accepts the physical requirements of the Work.
- D. Feasibility – As a result of its review of all the information and its inspection and examination of the Worksite(s), it has evaluated the feasibility of performing the Contract within the Contract term and for the Total Contract Price and has reasonable grounds for believing and does believe that such performance, including achievement of Substantial Completion of the Project within the Contract Time, for the Total Contract Price is feasible and practicable.
- E. Permits and Governmental Approvals – Based upon its review of the Contract Documents, it shall be able to obtain and keep in effect throughout the Contract Time all permits and other Governmental Approvals the Contractor is obligated to obtain in accordance with the Contract.
- F. Difficulty and Cost of Work – It has estimated the difficulty and cost of successfully performing the Work, and based upon that estimate has concluded that it can successfully perform the Work at the Total Contract Price.
- G. Meter and Endpoint installation dates shall be documented, real-time tracked by the parties, and included with monthly schedule updates and progress reports to be made publicly available. Individual meter installation warranties will start after the County accepts the installation.

ARTICLE 28 STORM OR DISASTER SERVICES

- A. Contractor, by accepting the award of this Contract, recognizes and agrees that should a storm or other severe and catastrophic natural disaster affect the Miami-Dade-County area during the performance of the Work, Contractor shall make every reasonable effort to provide services contracted for during the Contract period. Work performed shall equal to the Contract prices and at the same or different locations from those covered by this Contract.
- B. For emergency services and conditions not addressed by this Contract, Contractor agrees to negotiate reasonable prices and terms with the County for any disaster-relief work required by the County. In all instances, Contractor agrees to negotiate reasonable time extensions for performance of disaster-relief work.

ARTICLE 29 EMERGENCIES

In case of an Emergency or hazard to health or safety requiring immediate curative action, the County will notify Contractor, and Contractor shall immediately take such action(s) as it deems necessary, notifying the Project Manager of the action(s) taken as soon as possible but no later than one (1) working day thereafter. If Contractor does not undertake immediate curative action, the County may without prior notice undertake such action as is necessary to correct the hazard or deal with the Emergency, and the cost thereof shall be borne by the Contractor.

Cooperation and Coordination with Other Contractors and/or County Operations:

- A. The County reserves the right and may undertake or award other contracts for additional Work on or near the Worksite(s). Contractor warrants that it has carefully reviewed the Contract Documents and all other pertinent information made available by the County that relate to the nature and scheduling of other contracts that may be awarded, and to constraints related to the County operations, and in submitting its proposed/proposal and executing this Contract, has taken into account the need to coordinate its Work with that of other contractors and/or the County operations. It is the express obligation and duty of the Contractor under the Contract to coordinate its Work with the work of others.
- B. The following shall apply:
1. Contractor shall not have exclusive access to or use of Work areas or the Worksite(s). The County may require that Contractor use certain facilities and areas concurrently with others.
 2. The County will endeavor to advise the Contractor of the other known parties, including the County operations.
 3. Contractor shall cooperate and communicate with any other Contractor performing Work that may connect, complement, and/or interfere with the Contractor's Work, and resolve any disputes or coordination problems with such Contractor.

ARTICLE 30 CLEAN UP

- A. Throughout all phases of contracted work, and until Final Completion of the Work, Contractor shall keep the Worksite, including storage and public areas used by Contractor, clean and free from rubbish and debris.
- B. Before completing the Work, Contractor shall remove from the Worksite any rubbish, tools, and equipment that are not the property of the County.

ARTICLE 31 DISPOSAL OF WASTE

- A. Unless otherwise specified in the Contract, Contractor shall make its own arrangements for disposing of waste and excess substances generated from Contractor's performance of the Work at a legal disposal site outside the Worksite(s), and shall pay all associated costs and obtain necessary permits, if any.
- B. Contractor agrees to indemnify and hold harmless the County from any dumping duty, loss or expense, including, but not limited to, reasonable attorney fees which the County may incur arising from any claim or demand alleging that the sale of the apparatus covered by this contract at the price therefor stated herein violates the U.S. Antidumping Act, Title 19 U.S. Code Annotated, Section 160 et. seq.

ARTICLE 32 LAWS AND PERMITS

- A. The Contractor shall comply with all provisions of federal, state, and local laws, ordinances, rules, regulations and orders which would affect the Work as if it were being performed for a private corporation, except where different requirements are specifically set forth in the Contract.
- B. If the Work requires the Contractor to open, alter, remove, damage or otherwise affect property owned by a federal, state, or local government, the Contractor shall obtain in its own name any permit or license required to allow such property to be so affected. However, the Contractor shall not apply for any permit or license in the name of, or on behalf of, the County or take any other actions which would subject the County to any laws, ordinances, rules, regulations and orders from which it is exempt.

ARTICLE 33 PROJECT SCHEDULE

- A. The Contractor shall submit an updated Critical Path Gantt Chart project schedule (the "Project Schedule") to the County Project Manager for review and acceptance within fifteen (15) working days after issuance of the NTP. The Project Schedule shall include

all work specified in the Scope of Work (Appendix A) including, but not limited to, mobilization, lead times, inspections, installation, testing, system cutover, training, turnover of required documentation, and all expected activities of subcontractors, Contractors, suppliers and all other parties associated with the project. See Section 2.1, *Submittal Schedule*, of the Scope of Work (Appendix A) for other requirements.

The Contractor shall provide a detailed schedule with integrations, flex net deployment, and routes as part of the submittal. The County will approve provide milestone acceptance and approval to proceed with subsequent milestone work in writing. At the end of each milestone, the Contractor will provide in writing a contract update to include work completed, status of accruable damages, and warranty status.

B. The mandatory milestones for completion are as follows:

Milestone No.	Completion from NTP	Description
1	1 Year	- Project start-up - AMI Network installation - Billing and other system integrations - Employee training 5,000 Endpoint initial deployment - Preliminary acceptance
2	2 Years	Deploy 110,000 Endpoints
3	3 Years	Deploy 110,000 Endpoints
4	4 Years	Deploy 110,000 Endpoints
5	5 Years	Deploy 110,000 Endpoints
6	5.5 Years	Deploy remaining meters
7	6 Years	Project close-out and Final Acceptance

ARTICLE 34 SCHEDULE OF VALUES

- A. Within thirty (30) Working Days after receipt of the Notice to Proceed, Contractor shall submit to the County through the County Project Manager or County Project Manager designee, a Schedule of Values reflecting cost breakdown of the Contract Sum in a form approved by the Project Manager or Project Manager designee ("Schedule of Values"). The Schedule of Values shall itemize as separate line items the cost of each scheduled Work activity, the total of which shall equal the Contract Sum and shall be made out in a form approved by the County Project Manager or County Project Manager designee. The Schedule of Values, when approved by the County, shall become the basis for determining the cost of Work requested on Contractor's invoices, in accordance with Article 11, *Method and Times for Payment*. Contractor shall submit a statement based upon this breakdown, and if required, itemized in such form and supported by such evidence as the County may direct, showing Contractor's right to the payment claimed.
- B. Services for which lump sum amounts are shown on Appendix B, *Price Schedule*, may be broken down to facilitate the incremental payment of services rendered during the payment periods.

ARTICLE 35 PROJECT PROGRESS MEETINGS

- A. No later than 10 days following the issuance of the NTP, the County will schedule a Project Kick-off Meeting to acquaint the Contractor with various program management procedures, and to review the Contractor's most current Network Analysis and Work Schedule, insurance, bonds, and Schedule of Values.
- B. Regular progress meetings will be held by the County weekly during the Project. The County has sole discretion in reducing the frequency of such meetings. The Contractor's Representative and other appropriate personnel shall attend these and all meetings called by the County to discuss Work under this Contract. The Contractor will be advised of times, dates and place of other Contract meetings.

- C. The Contractor shall schedule a pre-construction or pre-installation conference and organization meeting with the County no later than 30 days before the Effective Date of the initiation of each major section or item of the Work. The Contractor's Representative, System Integrator, Quality Manager, Project scheduler and Safety Coordinator shall attend these meetings.
- D. At these meetings, the Contractor shall provide the following:
1. A list of major subcontractors, sequence of critical Work, and the preliminary progress schedule for construction.
 2. Requirements for office, storage areas, construction areas, and temporary easements.
 3. Discussions of safety, first aid, emergency actions, and security.
 4. Housekeeping procedures.
 5. Solution implementation methods, quality control, and inspection and coordination of Work.
 6. The Solution implementation sequencing of the Work
 7. Plans for coordination and notification for utility Work.
 8. Plans for coordination with the Work of other contractors and procedures for sharing access to the Work Site.
 9. Schedules of deliveries of major equipment.
- E. Any field explanations or interpretations provided by the County at this or other meetings will not amend, supersede or alter the terms or meaning of any Contract Document, and the Contractor shall not claim reliance on such explanation as a defense to any breach or failure by the Contractor to perform as specified in the Contract.

ARTICLE 36 MONTHLY PROGRESS REPORT

- A. Every month the Contractor shall submit to the County ten copies of a monthly progress report ("Monthly Progress Report") or one copy in electronic format, this report shall contain the following sections:
1. Executive summary.
 2. A Schedule Status Report, including a Work Schedule showing scheduled and actual progress to date for each Work element, derived from the Network Analysis, and containing a textual description of the progress of the Work. The report shall discuss the major steps of the Work, along with the planned and actual dates of progress and completion forecasts. The report shall focus on any out-of-schedule and/or problem items and shall present the Contractor's plan for correcting the deviations.
 3. Status of payments, retention and withholding.
 4. A forecast of the amounts of future Applications for Payment over the next six months.
 5. An updated Network Analysis, with all changes highlighted.
 6. An updated Work Schedule, with all revisions highlighted.
 7. An updated Submittal Schedule, with all revisions highlighted.
 8. An updated Schedule of Values, with all revisions highlighted.
 9. Status of action items resulting from meetings.
 10. Task activities planned for next month.
 11. Identification of any quality assurance problems.
 12. Solution Implementation critical issues.
- B. The exact format and detail level required for the Monthly Progress Report shall be established jointly by the County and the Contractor within 30 days after NTP based on a proposed format prepared by the Contractor and accepted by the County. The Monthly Progress Report shall be submitted on reproducible paper and/or in electronic media accepted by the County.

ARTICLE 37 NOTICE OF DISCOVERY OF DIFFERING SITE CONDITIONS

Contractor shall, before any of the existing conditions are disturbed, provide immediate oral and/or electronic mail notice of the discovery of such conditions to the County's Representative, followed by written notice to the County Project Manager of the discovery within forty-eight (48) hours thereafter, of any of the following subsurface conditions ("Differing Site Conditions"):

1. Type 1 Condition: Subsurface or latent physical conditions at the Worksite differing materially from those indicated in the Contract;

2. Type 2 Condition: Unknown physical conditions at the Worksite of any unusual nature that differ materially from those ordinarily encountered in and generally recognized as inherent in Work of the character provided for in the Contract.
3. Type 3 Condition: Substances that Contractor believes may be Hazardous Substances that are required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Law.

If Contractor encounters substances or conditions during performance of the Work that it reasonably believes to be a Type 1 Condition or Type 2 Condition, Contractor shall not disturb the condition or interfere with the County's right or ability to investigate, but may continue Work in the area. The Contractor shall document and submit such conditions in a written field report (including photographs) within five (5) Days of the initial notice to the County and include a recommendation how to safely proceed with Work at the area.

If Contractor encounters substances during performance of the Work that it reasonably believes to be a Hazardous Substance, a Type 3 Condition, Contractor shall not disturb the condition and shall suspend Work in the immediate area of the suspected Hazardous Substances until the County authorizes it to resume. The Contractor shall document and submit such conditions in a written field report (including photographs) within five (5) Days of the initial notice to the County and include a recommendation how to safely proceed Work at the area.

The County will promptly investigate the conditions, and if it finds the conditions do materially differ, or do involve previously unknown Hazardous Substances. If a claim is submitted by the Contractor, the County may make an adjustment in Contract term and/or Total Contract Price, if the claim meets the requirements of this article and after evaluating the merits of such claim.

ARTICLE 38 CLAIMS REGARDING DIFFERING SITE CONDITIONS

Contractor shall not be entitled to any remedy for an asserted Differing Site Condition if it does not give the County both:

1. Timely notice of the asserted Differing Site Condition, as required in accordance with Article 37 above; and
2. Submit a written field report (including photographs) within five (5) Days of the initial notice to the County as required in Article 37, *Notice of Discovery of Differing Site Conditions*, of this document; and
3. An opportunity to investigate prior to the asserted Differing Site Condition being disturbed.

ARTICLE 39 PROCEED WITH WORK

If a Dispute arises related to a claim of a Differing Site Condition, Contractor shall proceed with all Work which can be performed safely, without risk of harm or damage to persons or property. Contractor shall notify the County Project Manager if preexisting site conditions exist that it deems unsafe. Contractor will follow County guidance on whether or not safe site conditions exist and will be required to proceed with the work should the County deem safe.

If pre-existing conditions, including but not limited to damaged or corroded pipes, sites that are inaccessible, or sites that cannot be located exist, such work will be excused from the project unless such impediments to Contractor's performance are removed by the County. The identification of such conditions shall not constitute additional cost to the County for the Contractor's remobilization to the worksite. Contractor will not be liable for damages or delays arising from the County's removal of or failure to remove such impediments.

ARTICLE 40 DAMAGES FOR DELAY

- A. The Contractor is firmly obligated to meet the stipulated completion date(s), for each mandatory milestone for completion as stipulated by Article 33(B), except as any such date(s) may be extended. Inasmuch as the damage and loss to the County which will result from the failure of the Contractor to meet such date(s), as extended, will include items of loss or damage which are not susceptible to accurate estimation. The damages for delay in the case of such failure on the part of the Contractor shall be liquidated in the amounts identified below, for each calendar day of unexcused delay in meeting the completion date(s), for each individual

item as herein identified. The amount of Liquidated Damages set forth represents a good faith estimate as to the actual potential damages the County would incur as a result of the delay in completion of the work or elements thereof.

Liquidated damage shall apply to an unexcused delay for each milestone of Work, as stipulated by Article 33(B), *Project Schedule*. Liquidated damages shall equal \$4,109.59 for each day of unexcused delay. The total amount of liquidated damages recoverable hereunder shall not exceed 100% of the Contract Price.

- B. Upon Substantial Completion of the Work as determined by the County Project Manager, the Contractor shall be issued a Certificate of Substantial Completion and Liquidated Damages shall cease to accrue. After Substantial Completion the Contractor shall be liable for any and all actual damages incurred by the County as a result of the Contractor's failure to complete all Work (including Punchlist Work), by the Contract completion date including any extensions of time. Actual damages shall include, but shall not be limited to, engineering and consulting fees incurred as a result of the Contractor's failure to complete all Work by the Contract completion date.
- C. The County shall have the right to deduct such Liquidated and Actual Damages from any monies due or which may thereafter become due to the Contractor under this Contract or any other sums due or which become due to the Contractor under other contracts with the County. If the amount which may become due hereunder shall be less than the amount of Liquidated Damages due to the County, the Contractor shall pay the difference immediately upon demand by the County.
- D. Additional Provisions
 - 1. County Project Manager will count default days in calendar days.
 - 2. County has the right to apply, as payment on such liquidated damages, any money the County owes Contractor.
 - 3. County does not waive its right to liquidated damages due under the Contract by allowing Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract, including granted time extensions.
 - 4. The requirements of this article may not be waived, compromised or settled without the express written consent of the Board of County Commissioners.
 - 5. Liquidated damages are the only form of monetary consequential damages that may be incurred under the Contract. Notwithstanding any other provision contained herein to the contrary, the parties otherwise waive and release each other from all consequential damages.

ARTICLE 41 FORCE MAJEURE

- A. Upon providing the County notice and reasonably full particulars of an event of force majeure (as described below) in writing, within a reasonable time after the occurrence of such event of force majeure, the Contractor shall not be liable for any delay or failure to perform to the extent caused by fire, flood, severe weather conditions, explosion, labor disputes, strike, shortage of utilities, compliance with any laws, regulations, orders, acts or requirements from the government, civil authorities, government-mandated facility shutdowns or limitations, acts of God or the public enemy, or any other act or event of any nature reasonably beyond the Contractor's control. In such circumstances, the County may, at its option, elect to cancel or reschedule the portion of any order subject to such delay by providing to the Contractor prompt written notice of its election, provided that, such cancellation or rescheduling shall apply only to that portion of the order affected by the foregoing circumstances and the balance of the order shall continue in full force and effect. **Any supply-chain disruptions commonly known at the time of execution of the contract will not constitute Force Majeure under this contract.**
- B. The Contractor is expected to request its permits with the permitting agency within a timeframe that will allow the permitting agency its normal processing time to review a permit request. A schedule delay due to the processing time of a permitting agency would only be deemed excusable if the Contractor demonstrated to the sole satisfaction of the County, through documented evidence, the permitting agency exceeded its standard time to review such permit.

ARTICLE 42 EXTRA WORK

- A. The County reserves the right to order changes that may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract in accordance with this article. Any such changes, additions or deletions, which result in changes to the Work will be known as "Extra Work." The Parties further agree that any changes requested by the County, for the exclusive benefit of the County, shall be also handled in accordance with this article.
- B. No Extra Work shall be performed except pursuant to a written Supplemental Agreement ("Contract Modification" or "Change Order") issued by the County expressly authorizing the performance of such Work and explicitly declaring the intention of the County to treat the Work described therein as Extra Work. In the absence of such a Supplemental Agreement, barring an unsafe condition, if the County Project Manager shall direct, order or require any work, whether orally or in writing, which the Contractor deems to be Extra Work, the Contractor shall nevertheless comply therewith, but shall within five (5) days of the County Project Manager's order or directive give written notice to the County Project Manager stating why the Contractor deems it to be Extra Work. Such notice is required to afford an opportunity to the County to (1) cancel promptly such order, direction or requirement; (2) keep an accurate record of the materials, labor and other items involved; and (3) take such action as may be deemed advisable in light of the Contractor's claim. The failure of the Contractor to give written notice within the time limit stated therefor shall be deemed a conclusive and binding acceptance on the Contractor's part that the direction, order or requirement of the County Project Manager does not involve the performance of Extra Work.
- C. Within thirty (30) days of the Contractor's submission of written notice that an order, direction or requirement of the County Project Manager is deemed by the Contractor to involve Extra Work, the Contractor and each Subcontractor shall submit in a form satisfactory to the County a detailed proposal ("Extra Work Proposal") (including the elements of cost identified in Article 43, *Change Order Basis For Payment*, Paragraphs A and B) which shall include adjustments to the Contract price, to the extent permitted under Article 43 to the delivery schedule, or to any other provisions of the Contract necessary to accomplish the Extra Work. Upon written request of the Contractor, within the thirty (30) day period set forth above, for good cause shown, the County Project Manager may grant the Contractor additional time in which to submit an Extra Work Proposal. The failure of the Contractor to submit a detailed proposal within the time limit stated therefor, or within such additional time as is granted by the County Project Manager at its sole discretion, shall be deemed a waiver of any claim for compensation that the Contractor may have with respect to the claimed Extra Work.
- D. The provisions of the Contract relating to the Work and its performance shall apply without exception to Extra Work and the performance thereof, except as otherwise provided in a written Supplemental Agreement between the Contractor and the County.
- E. The Contractor must utilize the most recent updated schedule as required by the Contract to establish the price and schedule modifications. Contractor's Extra Work Proposal must include a schedule subnet, if there is a time impact, and an explanation of the cost, if applicable, and schedule impact of the claimed Extra Work on the Contract. The Contractor must demonstrate clearly how it proposes to incorporate the Extra Work into the schedule. If Contractor fails to notify the County Project Manager of the schedule changes associated with an Extra Work Proposal by submitting a revised schedule, it will be deemed to be an acknowledgment by Contractor that the proposed Extra Work will not have any scheduling consequences.

ARTICLE 43 CHANGE ORDER BASIS FOR PAYMENT

- A. If Extra Work requires the provision of items of Work or material of the same type as those for which unit prices are identified by Article 11, *Method and Times of Payment*, compensation for such Extra Work shall be computed on the basis of the unit price in that article for such items.
- B. If Extra Work requires the provision of items of Work or material for which compensation cannot be computed on the basis of unit prices, in accordance with Article 11, *Method and Times of Payment*, and the scope and extent of the Extra Work can be determined before the Extra Work is performed, the County will perform a cost analysis of the Contractor's proposal and negotiate a lump sum amount with the Contractor as compensation for such Work. The County Project Manager may in such case request the Contractor to proceed with the Extra Work pending performance of the cost analysis and negotiation of the amount of compensation for such Extra Work. The Contractor shall honor such request so long as it deems the financial risk of doing so to be viable.

- C. Payments to the Contractor for any "Extra Work" shall be subject to the retainage provisions of Article 11, *Method and Times for Payment*, and Article 12, *Retained Percentage*, unless otherwise provided for in a written Change Order.

ARTICLE 44 WORK PERFORMED WITHOUT INSPECTION

- A. At all times before Final Completion, Contractor shall remove or uncover such portions of the finished contracted Work as directed by the County. After examination by the County, Contractor shall restore the Work to the standard required by the Contract Documents. If the Work exposed or examined is not in conformance with the requirements of the Contract Documents, then uncovering, removing and restoring the Work, and recovery of any delay to any Critical Path occasioned thereby, shall be at Contractor's cost, and Contractor shall not be entitled to any time extension.
- B. Any Work done or materials used without adequate notice to and opportunity for prior inspection by the County, may be ordered uncovered, removed or restored at Contractor's cost and without a time extension, even if the Work proves acceptable after uncovering.
- C. If Work exposed or examined under this article is in conformance with the requirements of the Contract Documents, and where notice for prior inspection was provided to the County within the time limits agreed upon by the parties, then any delay in any Critical Path from uncovering, removing and restoring Work shall be considered a delay caused by the County, and Contractor shall be entitled to a contract modification for the cost of such efforts and recovery of any delay to the schedule occasioned thereby.

ARTICLE 45 SUBSTANTIAL COMPLETION

- A. The Work, as defined by each mandatory milestone for completion and in accordance with Article 33, *Project Schedule*, shall be deemed substantially complete when, in the opinion of the County Project Manager, there are no material and substantial variations from the Contract and the Work is fit for its intended purpose ("Substantial Completion"). Upon Substantial Completion, the County Project Manager shall issue a Letter/Certificate of Substantial Completion. The issuance of this Letter/Certificate shall not relieve the Contractor from its obligation hereunder to complete the Work. Substantial Completion must be achieved sixty (60) days prior to Final Completion.
- B. When the Contractor is of the opinion that the Work is Substantially Complete, Contractor may submit to the County Project Manager a written request that the County Project Manager inspect the Work so as to determine whether Substantial Completion has been achieved. Upon such request, the County must respond within twenty-five (25) days of its receipt with either (i) a Letter/Certificate of Substantial Completion or (ii) an explanation of the reasons why the Work is not Substantially Complete, including a list of open items necessary to achieve Substantial Completion. Nothing in this article precludes the County Project Manager from making a determination of Substantial Completion in the absence of a request therefor by the Contractor.
- C. Notwithstanding anything contained herein to the contrary, title and risk of loss for materials will pass to the County upon delivery.
- D. The Work remaining after Substantial Completion shall be known as "Punchlist Work." The Punchlist Work shall be limited to minor omissions and defects except the County Project Manager may in his sole discretion, include Work which cannot be done until the County or third persons perform other work which is not the Contractor's responsibility under the Contract. The County Project Manager shall issue a Punchlist with the Letter/Certificate of Substantial Completion.
- E. Upon Substantial Completion, the Contractor shall remove its tools, materials and equipment from the Work Site, except for the tools, materials and equipment needed to complete the Punchlist Work, or unless otherwise authorized in writing by the County Project Manager.

ARTICLE 46 PAYMENT UPON SUBSTANTIAL COMPLETION

- A. The "Receipt of Invoice" for the Payment on Substantial Completion of all work shall mean the date the Substantial Completion Payment Estimate is received at the Designated Payment Office.

- B. Upon receipt of a Letter/Certificate of Substantial Completion, the Contractor shall, prepare a Substantial Completion Payment Estimate covering (i) the entire value of the Work performed that has not been the subject of previous Progress Payments and is still due and owing to the Contractor; and (ii) the amount of retainage held pursuant to Article 12, *Retained Percentage*, less an amount equal to twice the value of any remaining work (Punchlist work), as determined by the County Project Manager and less any other withholdings, reductions or set-offs permitted under the Contract. Upon approval of the Substantial Completion Payment estimate by the County Project Manager, it shall be submitted for payment in accordance with Article 11, *Method and Times for Payment*.

ARTICLE 47 FINAL COMPLETION

- A. Within ten (10) Days after the Contractor determines that all Work as required in the Contract, is fully completed, and all required submissions and deliveries to the County specified in the Contract have been made, Contractor shall give the County Project Manager a written Request for Final Completion specifying that the Work is completed, the date on which it was completed and stating:
1. All of the Contractor's and Subcontractors' personnel, supplies, equipment, waste materials, rubbish and temporary facilities have been removed from the Worksite(s);
 2. Contractor has complied with all requirements associated with closeout of the Contract; and
 3. Contractor has delivered to the County Project Manager a Notice of Completion for the Work in recordable form.
- B. The County Project Manager shall advise the Contractor of the time reasonably required to complete all the Punchlist Work. The time set by the County Project Manager to complete Punchlist Work shall be no more than sixty (60) days from the issuance of the Letter/Certificate of Substantial Completion. When in the opinion of the County Project Manager the Punchlist Work is properly completed, the County Project Manager shall issue a Letter/Certificate of Final Completion.
- C. In the event of an emergency or if the Contractor fails to diligently perform the Punchlist Work, the County may complete the Punchlist Work, either by its own forces or by other Contractors. The County's costs thereof will be deducted from the payment due to the Contractor, except that if the County completes the Punchlist Work because of an emergency, then the amount deducted from the payment shall be based on the Contractor's costs for completing the Punchlist Work. If such costs exceed the amount due the Contractor, the Contractor shall immediately upon demand pay such excess to the County.
- D. Acceptance of all Work by the County shall occur when in the opinion of the County Project Manager, the Work is complete in all respects including any outstanding items contained in the Punchlist provided with the Letter/Certificate of Substantial Completion. Upon Acceptance the Contractor shall be given a Letter/Certificate of Final Completion.

ARTICLE 48 DISPUTE RESOLUTION PROCEDURE

- A. In the event of such dispute, the parties to this Agreement 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, the final determination of the County. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- B. 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 in regard to 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.

- C. If the Dispute is not resolved by the foregoing process, within five (5) days of the date of the notice to the Contractor referring to the determination of the County Mayor ("the determination"), the Contractor may, by the giving of written notice, cause the matter to be referred to mediation. Mediation shall be held within thirty (30) days of the date of the determination, or such later date as may be mutually agreed upon. The parties agree to submit the Dispute to settlement proceedings under the International Chamber of Commerce Alternative Dispute Resolution ("ADR") Rules. If the Dispute has not been settled within a period of two (2) months following the filing of a request for ADR pursuant to said Rules, such Dispute, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration shall be held in Miami, FL. The arbitral award shall be final and binding upon the Parties. The Parties agree if the Dispute is of a technical nature then to be qualified, the selected mediator and arbitrator, must have, at a minimum, experience in contracted services, specifically disputes involving public infrastructure.

ARTICLE 49 RESPONSIBILITY FOR MAINTENANCE, LOSS AND DAMAGE

Throughout the contract term, as materials are delivered, and as each portion of the work is complete, or as each route or portion of a route is completed and turned over to the County, the County, shall be responsible for the maintenance, loss, or damage to the Work or any element thereof, except as follows:

1. Contractor's obligations to complete the Work or any element thereof, the non-completion of which was not disclosed to the County (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); or
2. The Contractor's action, negligence or breach of the Contract or the warranty in effect causes loss or damage to the Work or any element thereof.

ARTICLE 50 RESPONSIBILITY TO COMPLETE THE WORK

Notwithstanding any other provision of this Contract that could be interpreted to the contrary (including in Contract Documents of higher precedence), it shall be the Contractor's continuing responsibility to complete and deliver every element, and the integrated whole, of the Work in accordance with all of the requirements of the Contract. The issuance of a Letter/Certificate of Substantial Completion by the County Project Manager for any element, or for the whole of the Work, shall not be construed to relieve the Contractor of this responsibility, or any part thereof. If, after the issuance of a Letter/Certificate of Substantial Completion, the County discovers any Deficiency, or item not completed or otherwise requiring correction or remedial action, whether or not the item appears on any Punch List or other list of clean up items, the Contractor shall correct the Deficiency, complete the item or otherwise remedy the condition to bring it in to full compliance with the Contract.

ARTICLE 51 WARRANTY

- A. Contractor warrants that the Work shall be free of defects in design, material, and workmanship, and shall be fit for use for the intended function, remain in good working order as each route is accepted by the County, and shall meet all of the requirements of the Contract.
- B. Without in any way limiting Contractor's Warranties with respect to the Work, Contractor shall obtain from all Subcontractors, manufacturers and Suppliers, and assign and deliver to the County all Warranties, including extended Warranties, if applicable, provided by such Subcontractors, manufacturers and Suppliers and from all other persons extending Warranties.
- C. All such product Warranties shall: a) Survive Substantial Completion, and all the County and Contractor inspections, tests and acceptances, and b) Shall run directly to and be enforceable by the Contractor and the County.
- D. Upon receipt from the County of notice of a failure of any of the Work to satisfy any Subcontractor or Supplier Warranty or other obligation, Contractor shall enforce or perform any such Warranty or other obligation as a part of Contractor's other Warranty

obligations hereunder. The County's rights under this article shall continue until the expiration of the later of the Contractor's Warranty (including extensions for rework) or Subcontractor's or Supplier's Warranty or extended warranty. Until such expiration, the cost of any Work (including re-engineering, if applicable) or Equipment (including taxes and shipping) shall be at the sole cost and expense of the Contractor.

E. The Contractor's overall product solution will be covered by a warranty or maintenance agreement during the term of the Contract.

ARTICLE 52 WARRANTY COMMENCEMENT AND DURATION

Warranties for installation services shall commence as each portion of the installation is accepted by the County. ("Warranty Commencement Date")

Warranties for materials shall remain in effect for the duration specified in the applicable manufacturer's warranty. Warranties for installation services shall remain in effect for one year from the date each portion of the work is performed. ("Warranty Period"). Notwithstanding anything contained herein to the contrary, the extent of the warranty to be provided by Contractor hereunder is set forth in the Contractor's proposal.

ARTICLE 53 WARRANTY CLAIMS

If the County determines that any of the Work contains a defect any time within the Warranty Period, the County will claim and Contractor shall correct, repair or replace such Work per the applicable warranty. Contractor shall respond to the County's Warranty claim within one (1) working day and shall repair the Deficiency within five (5) Days thereafter. If the Deficiency cannot be repaired within said five (5) Days, Contractor, within that five (5) Days, shall submit a schedule for completion of repairs, subject to the acceptance of the County Project Manager, and shall diligently proceed to complete the repairs within the approved schedule. If any defect affects operation of the Work, or any essential element thereof, the County may, in its sole discretion, require Contractor to complete repairs in less than five (5) Days.

ARTICLE 54 WARRANTY BOND

Contractor shall execute, deliver to the County, and record in the public records of the County, a warranty bond equal to 20% of the total cost of the Work upon Final Acceptance of the Work and prior to release of the Performance Bond. The warranty bond shall name the County. The bond shall be in a form reasonably acceptable to the County and shall guarantee and warrant the Work for a period of two (2) years following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

ARTICLE 55 THE COUNTY RIGHT TO CORRECT DEFICIENCIES

If Contractor fails to remedy Deficiencies or otherwise comply with this Warranty or any other Warranty in this Contract, or fails to propose a timely and adequate remedy, the County, after notice to Contractor, may perform or have performed by Third Parties the necessary remedy, and the costs thereof shall be borne by Contractor.

ARTICLE 56 ACCEPTANCE OF NON-CONFORMING WORK

If the County Project Manager accepts any nonconforming Work without requiring it to be fully corrected, Contractor shall reimburse the County a portion of the Total Contract Price in an amount equal to the greater of:

1. The difference in the value of the Work, plus the present value of additional operating costs, if any, caused by such nonconforming Work; or
2. Contractor's cost savings in not correcting the Work. In either case above, Contractor shall, in addition, reimburse the County's costs to make the determination, including but not limited to staff costs, experts, tests and other actions necessary to make a determination. Such reimbursements shall be payable to the County within ten (10) Days after the Contractor's receipt of the County's demand for payment.

ARTICLE 57 OTHER REMEDIES

The Warranties herein are in addition to all rights and remedies available under the Contract or applicable Law and shall not limit Contractor's liability or responsibility imposed by the Contract or applicable Law with respect to the Work, including liability for design defects, latent defects, strict liability, negligence or fraud. To the extent that any Warranty from any person other than the Contractor would be voided in whole or part by reason of any act or omission of the Contractor, Contractor shall be fully liable to the extent of said Warranty.

ARTICLE 58 REPAIR AND REPLACEMENT

Unless otherwise provided, Contractor shall repair or replace all existing Improvements damaged or removed by Contractor. Repairs and replacements shall be at least equal to existing Improvements and shall match them in finish and dimension.

ARTICLE 59 MANUALS, STANDARD OPERATING PROCEDURES, AND WORK INSTRUCTIONS

- A. The Contractor shall prepare manuals for all equipment, systems (hardware and software), materials and finishes furnished as part of the Work. Operating and maintenance instruction manuals, and renewal parts list manuals, including all manufacturer's data, bound in fiberboard covers or County approved digital format, shall be prepared for Contractor-supplied apparatus and forwarded as soon as possible, but in no event delivered later than ninety (90) days before project completion. A draft copy of the entire manual shall be sent to the County Project Manager for review and approval at least thirty (30) calendar days prior to delivery.
- B. Failure to submit such manuals within the time prescribed may result in the delay of progress payment for such equipment, system, material or finish. The instruction manuals shall provide an overall description of the item or system being furnished (complete with reduced size drawings), including its operating theory or principals, a detailed description of each sub-item or subsystem any required assembly instructions, detailed start up, operating, trouble shooting, and maintenance procedures. The renewal parts list manuals shall fully identify all parts of the apparatus furnished by the Contractor, whether manufactured or purchased by him. The renewal parts shall be identified not only with part numbers assigned by the Contractor but also with the identification or part number assigned by the original equipment manufacturer of each purchased part.
- C. All manuals furnished shall be non-proprietary or shall be licensed for the County use by copyright owners. When copyrighted material is used, source credit shall be provided by footnote.
- D. Standard Operating Procedures and Work Instructions related to the installation, testing, and operation of equipment must be prepared in coordination with the Department's QA/QC division. These documents must be used as reference when providing training to WASD's staff.

ARTICLE 60 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 both 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 costs from the Contractor.

ARTICLE 61 WORKDAY

- A. Unless explicitly specified otherwise herein, a Standard Workday is defined as Monday through Friday, 7:00 AM to 5:00 PM, excluding holidays.

- B. Any provisions applicable to a Standard Workday, set forth in the Contract Documents, will apply to this article and is hereby incorporated by reference.

County Holidays are:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Law Enforcement Appreciation Day (2nd Friday of May)
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas Day

- C. Non-standard Work Hours. Contractor may perform Work outside of Standard Workday hours as needed for the convenience of the County's utility customers, including but not limited to hospitals, schools, commercial and industrial utility customers, as agreed by the County's Project Manager.

ARTICLE 62 EMPLOYEES OF THE CONTRACTOR

- A. 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. The 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.
- B. In accordance with Chapter 447 Section 301 of the Florida Statutes, the Contractor is not obligated or given a condition for award to hire, contract, or subcontract with companies and individuals based an industry affiliation and association.

C.

ARTICLE 63 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 64 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 65 AUDITS

- A. 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.
- B. 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 66 SUBSTITUTION OF PERSONNEL

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

ARTICLE 67 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 68 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 redacted 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 69 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 70 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 71 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 72) and fails to cure said Event of Default (as delineated below in Article 73), 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 71(A) above, the County may, with proper cause, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and Contractor shall pay all actual and direct or indirect costs associated with such termination or cancellation, including reasonable attorneys' fees.
- D. The foregoing notwithstanding, if the Contractors 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
- F. In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been

specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

- G. All compensation pursuant to this article are subject to audit.
- H. In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 72 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, failed to meet milestones, and/or provide Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
- B. When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 73 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 74 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:

1. 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
2. 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 75 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 so long as such Deliverables are utilized in a manner consistent with manufacturer recommendations, except when such Deliverables are utilized with other materials not provided by Contractor when the combination of such Deliverables and other materials leads to a claim of infringement.
- C. Contractor shall indemnify and hold harmless County from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against County by a third party which alleges that the AMI System provided hereunder infringes upon the patents or copyrights of such third party, provided that Contractor shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Contractor shall have no liability under this indemnity unless County cooperates with and assists Contractor in any such proceedings and gives Contractor written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Contractor shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the AMI System by County or a third party, (ii) use of the AMI System in combination with any goods or services not provided by Manufacturer through Contractor hereunder, (iii) County's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by the Manufacturer through Contractor, (iv) compliance by Contractor with any designs, specifications or instructions provided by Customer or compliance by Contractor with an industry standard, or (v) any use of the AMI System other than for the Permitted Use as specified by the manufacturer. In the event the AMI System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Contractor or Manufacturer, the AMI System is likely to become the subject of an infringement claim, Contractor, at its sole discretion and expense, may; (i) procure for County the right to continue using the AMI System or (ii) modify or replace the AMI System so that it becomes non-infringing. THIS SECTION STATES COUNTY'S SOLE AND EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- D. 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 76 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 by Contractor 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 77 PROPRIETARY INFORMATION

- A. 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").
- B. 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.
- C. 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.
- D. 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 78 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, as a result of the Services the Contractor performs in connection with this Agreement, excluding all copyright and other proprietary rights therein, which are retained by the manufacturer, and excluding all data and information of Contractor or its subcontractors or suppliers.
- B. All Developed Works shall become the property of the County.

- C. 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, regardless of whether Licensed Software has been customized to satisfy the performance criteria set forth in the Scope of Work. 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 source code (specifically associated with integration, customizations, documentation, and reporting) 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 79 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 80 INSPECTOR GENERAL REVIEWS

A. 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.

B. 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 81 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:

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

2).

6. Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
7. Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
8. Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
9. 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.
10. The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
11. 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).
12. Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
13. Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
14. Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
15. Any other laws prohibiting wage rate discrimination based on sex.
16. Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
17. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
18. 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 82 NONDISCRIMINATION

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

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related

to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 83 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 84 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 85 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 86 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 87 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 88 LIENS

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

ARTICLE 89 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 90 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 91 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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

ARTICLE 92 KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES

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 as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

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

ARTICLE 93 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.

ARTICLE 94 SURVIVAL

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

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective the date of the Notice to Proceed.

Core & Main LP

Miami-Dade County

By: *[Signature]*

By: _____

Name: Shawn KietzmanName: Daniella Levine CavaTitle: Director of SalesTitle: MayorDate: 7/3/25

Date: _____

Attest: _____

Attest: _____

Corporate Secretary/Notary Public

Clerk Ad Interim

Corporate Seal/Notary Seal

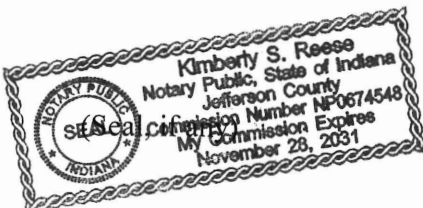
Approved as to form
and legal sufficiency_____
Assistant County Attorney

State of Indiana

County of Jefferson

I, Kimberly Reese, a Notary Public in and for said County, in said State, hereby certify that Shawn Kietzman whose name as Director of Sales of Core & Main, LP, a corporation as _____ of the estate of _____ (or as the case may be) is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Contract he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Director of Sales as aforesaid.

Given under my hand this the 3rd day of July, 2025.



Kimberly S. Reese
(Signature of notarial officer)
Title (and Rank)