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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 1, 2026

Agenda Item No. 8(P)(1)

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

From: Daniella Levine Cava
Mayor

Resolution No. R-753-26

Subject: Recommendation to Award a Contract for South Florida Vanpool Program

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Executive Summary

This item is for the purchase of South Florida Vanpool Program services (Vanpool) managed by the Department of Transportation and Public Works (DTPW). A Vanpool is a group of commuters riding together to and from work, who live and/or work in Miami-Dade, Broward, or Palm Beach Counties. The Vanpool currently operates 237 active vans serving 1,354 commuters across three counties. As a Federal Transit Administration (FTA) grant-funded initiative, the program has received $12,433,000 in invoices since the commencement of the current service term, March 2017. Ridership has grown by 30% from Q1 2017 to Q1 2026 through marketing efforts and positive word of mouth. The program will continue to be promoted through South Florida Commuter Services and the contracted service provider. Approval of this contract will provide key benefits to the region by reducing traffic congestion, lowering commuting costs for fuel, maintenance, and parking, and expanding access to employment opportunities in neighboring counties. The program's continued growth is contingent upon several factors, including public demand, regional commuting patterns, and participant retention.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0044178, South Florida Vanpool Program*, to Enterprise Leasing Company of Florida LLC (Enterprise) in the total amount of $17,717,216 for an initial five-year term and two, three-year options to renew for DTPW. This contract will replace *Contract No. RFP-00261* approved by the Board via Resolution No. R-104-17.

Background

A Request for Proposals (RFP) was issued under full and open competition on December 19, 2025. On the closing date of January 30, 2026, the County received two proposals. Two evaluation meetings were held. On May 5, 2026, the Competitive Selection Committee reached consensus that Enterprise prepared a comprehensive and detailed proposal that met the Vanpool service requirements of the RFP and recommended negotiations with same. Negotiations commenced and concluded in May 2026. A copy of the Selection Committee Coordinator's Report is attached.

The contract provides vans, maintenance, and associated services to established vanpools. A Vanpool is a group of commuters riding together to and from work, who live and/or work in Miami-Dade, Broward, or Palm Beach Counties. Enterprise will provide vans, maintenance, and associated vanpool services. The vans vary in capacity from seven to fifteen passengers, according to the size of the group. One group participant serves as the volunteer Vanpool driver, also referred to as the primary driver, and enters into a lease agreement with Enterprise for the operation of the van. Other participants are assigned as back-up drivers for the Vanpool. Vanpool participants contribute with a monthly fare, which is partially offset by a County subsidy covering up to 50% of the monthly Vanpool cost, for a maximum contribution of $500 per van each month. This subsidy is applied in accordance with FTA's Capital Cost of Contracting Policy, which permits the use of federal funds to reimburse the capital component of third-party contracted services. Passenger fares may be used as local match toward FTA funding.

Scope
The scope of this item is countywide in nature.

Fiscal Impact/Funding Source
The fiscal impact for the initial five-year term is $8,053,280. Should the County choose to exercise, at its sole discretion, the two, three-year options to renew, the estimated cumulative value will be $17,717,216. The current contract is valued at $12,480,000 for a six-year and six-month term and expires on September 30, 2026. The annualized allocation under the proposed contract is higher than the current contract due to increased rider participation in program.

Department	Allocation	Funding Source	Budgeted
DTPW	$17,717,216	Federal Funds (FTA Grants)	FY 2025-26 Adopted Budget, Volume 2, Page 145, Federally Funded Projects - 20000000325
Total	**$17,717,216**		

Track Record/Monitor
Brian Webster of the Strategic Procurement Department (SPD) is the Negotiator.

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 same, including any cancellation, renewals, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award
Prior to the solicitation for proposals, market research was conducted to identify prospective proposers, based on commercial vanpool services currently in operation in the geographic area. No other local companies were identified as providing the subject service, as specified by the County's program requirements. Several companies were identified in the Central to South Florida region, but did not offer the service requirements specified by the County. Vanpool providers, other than Enterprise, offer service along preidentified fixed routes that don't support the flexibility of added routes for single daily trips for smaller vanpools. An invitation to propose was sent to five vanpool providers who operate in Central and South Florida to maximize the opportunity for providers to either create a new program or modify their existing program to support County Vanpool requirements. Enterprise operates their unique program nationwide, which complies with FTA Vanpool grant requirements for service providers.

Vendor	Principal Address	Local Address	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
Enterprise Leasing Company of Florida, LLC	5105 Johnson Road Coconut Creek, FL	13511 SW 137 Ave Miami, FL	2 20%	Dave Schmidt

*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.

Vendor Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Shuttles Pro	Yes	Evaluation Scores/Ranking

Due Diligence

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

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and meeting with the user department to identify changes to the scope to improve service, contract oversight, and reporting. The scope of services was updated accordingly.

Pursuant to Resolution No. R-252-25, efforts were made to identify any potential piggybacking opportunities prior to issuance of a competitive solicitation. No contracts were identified for accessing due to the County's comprehensive service requirements.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program does not apply due to the federal funding source.
- The Small Business Enterprise Selection Factor and Local Preference did not apply due to the federal funding source.
- The Living Wage Ordinance does not apply.

Attachment

Roy Coley
Deputy Mayor

Memorandum

Date: March 19, 2026

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

From: Brian Webster BAW
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for Request for Proposals (RFP) No. EVN0044178, South Florida Vanpool Program

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The Strategic Procurement Department (SPD) issued a competitive Request for Proposals (RFP) on December 19, 2025, on behalf of the Department of Transportation and Public Works (DTPW) to obtain proposals from qualified firms to provide vans, maintenance, and associated services to established Vanpools.

The South Florida Vanpool Program (Program) is currently administered by the Miami-Dade County's DTPW. A Vanpool is an element of the transit system that allows groups of commuters riding together to and from work, who live and/or work in Miami-Dade, Broward, or Palm Beach Counties, to share the ride similarly to a carpool, but on a larger scale with concurrent savings in fuel and vehicle operating costs and thus usually a lower cost to the rider. The vans vary in capacity according to the size of the group. One group participant serves as the volunteer Vanpool driver and enters into a lease agreement with the selected Proposer for the van. Other participants are assigned as back-up drivers for the Vanpool.

Vanpools have a lower operating and capital cost than most transit vehicles in the United States, but due to their relatively low capacity, Vanpools often require subsidies comparable to conventional bus service. Vehicles may be provided by individuals, individuals in cooperation with various public and private support programs, through a program operated by or on behalf of an element of government, or a program operated by or on behalf of an employer. Registered Vanpool groups pay a monthly fee to the Contractor. The Contractor will also receive a monthly subsidy of $500 per van per month determined and directly paid by DTPW, in accordance with the Federal Transit Administration Capital Cost of Contracting Policies.

On January 30,2026, one proposal was received from Enterprise Leasing Company of Florida LLC (Enterprise) in response to the subject solicitation. Enterprise is the current Vanpool service provider. Market research did not identify potential proposers with the fleet size and service capacity commensurate with the requirements of the County. However, in addition to Enterprise, four other limousine companies were notified of the solicitation. The opportunity was provided to other vanpool providers in the event they were prepared to create a program in support of the County's Vanpool program.

The Competitive Selection Committee (Committee) completed the evaluation of the sole proposal, following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:
March 4, 2026 (Kick-off)
March 14, 2026 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:
No contract measures were assigned to this solicitation due to no subcontracting opportunities.

Verification of compliance with minimum qualification requirements and responsiveness:
The solicitation did not have any minimum qualification requirements.

Local Certified Veteran's Business Enterprise Preference:
Not applicable due to the federal funding source.

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 February 10, 2026. A response from OIG was received on February 10, 2026, and COE on February 12, 2026, both advising that no reports were found.

Office of the Commission Auditor (OCA) Background Check:
Staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. Staff submitted Committee member's completed Neutrality Affidavits and Resumes to OCA. A response from OCA was received advising that no conflicts of interest were identified.

Summary of scores:
The Committee decided not to conduct oral presentations. Price proposals were not requested since Contractor's costs are not compensable under the terms of the Agreement. The County pays a fixed monthly subsidy per vehicle.

The final score is as follows:

Proposer	***Technical Score*** *(max.5000)*
Enterprise Leasing Company of Florida LLC	4758

Local Preference:
Not applicable due to the federal funding source.

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 are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee's Name	Employee's Department
Joel Perez	DTPW
Ainsley Barberena	DTPW
Marlon Beckford	DTPW
Sylvia Jones-Carr	DTPW
Alexander Garcia	DTPW

Deadlines for Completion of Tasks During Evaluation:
Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions,* establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase.

Timeframes for completion of tasks are included in the table below:

Task	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	1/30/26	NA	NA
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent list of proposers/subcontractors to Committee members for Neutrality Affidavit/Resume	2/10/26	10	11
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Committee members returned completed Neutrality Affidavit/Resume to SPD	2/13/26	3*	3*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	2/25/26	NA	12
OCA returned background checks to SPD	3/2/26	5*	3*
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	3/13/26	30	11

* All numbers listed are calendar days except when marked with an asterisk are business days.
**Scoring to be scheduled within 30 days from all required background checks, responsiveness and compliance reviews

Negotiations:
The Committee recommends that the County enter negotiations with the sole proposer, Enterprise Leasing Company of Florida LLC.

The CSC Coordinator, Lynette Chiverton, DTPW Operations Administrator, Joel Perez, DTPW Assistant Director of Bus Services, and Ainsley Barberena, DTPW Operations Officer, from the client department will participate in the negotiations.

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

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

Approved

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2026.03.24 10:39:03 -04'00'

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

SOUTH FLORIDA VANPOOL PROGRAM
EVALUATION 1

COMPOSITE

Selection Factor Applicalbe No

EVALUATION CRITERIA	Maximum Points Per Member	Maximum Total Points (5 members)	Enterprise Leasing Company of Florida LLC
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	**1500**	**1405**
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	**1000**	**960**
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	**1000**	**920**
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	**750**	**726**
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	**750**	**747**
TOTAL POINTS	**1000**	**5000**	**4758**

Barry A. Webster — 3/13/2026

Selection Committee Coordinator (Signature) — Date

Marta Fernandez — 3/19/2026

Reviewed by Marta Fernandez - SPD (Signature) — Date

MDC007

RFP NO. EVN0044178
SOUTH FLORIDA VAN POOL PROGRAM
EVALUATION 1

COMMITTEE MEMBER NAME (Print): Joel Perez

EVALUATION CRITERIA	Maximum Points	PROPOSER: Enterprise Leasing Company of Florida LLC
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	300
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	200
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	180
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	145
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	150
Total Technical Points	**1000**	975

Name (Signature)

3-13-26
Date

MDC008

RFP NO. EVN0044178
SOUTH FLORIDA VAN POOL PROGRAM
EVALUATION 1

COMMITTEE MEMBER NAME (Print): Ainsley Barberena

EVALUATION CRITERIA	Maximum Points	PROPOSER Enterprise Leasing Company of Florida LLC
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	290
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	195
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	190
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	146
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	150
Total Technical Points	**1000**	971

Ainsley Barberena
Name (Signature)

3/13/26
Date

MDC009

RFP NO. EVN0044178
SOUTH FLORIDA VAN POOL PROGRAM
EVALUATION 1

COMMITTEE MEMBER NAME (Print): Marlon Beckford

EVALUATION CRITERIA	Maximum Points	PROPOSER: Enterprise Leasing Company of Florida LLC
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	250
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	185
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	180
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	135
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	150
Total Technical Points	**1000**	900

Name (Signature)

3/13/26
Date

MDC010

RFP NO. EVN0044178
SOUTH FLORIDA VAN POOL PROGRAM
EVALUATION 1

COMMITTEE MEMBER NAME (Print): Sylvia Jones Carr

EVALUATION CRITERIA	Maximum Points	PROPOSER
		Enterprise Leasing Company of Florida LLC
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	285
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	180
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	190
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	150
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	150
Total Technical Points	**1000**	955

Name (Signature)

3/13/2026
Date

MDC011

RFP NO. EVN0044178
SOUTH FLORIDA VAN POOL PROGRAM
EVALUATION 1

COMMITTEE MEMBER NAME (Print): Alexander Garcia

EVALUATION CRITERIA	Maximum Points	PROPOSER Enterprise Leasing Company of Florida LLC
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	280
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	200
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	180
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	150
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	147
Total Technical Points	**1000**	957

Name (Signature)

3/13/26
Date

MDC012

Memorandum

MIAMI-DADE COUNTY

Date: May 7, 2026

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

From: Brian Webster BAW
Selection Committee Coordinator

Subject: Supplement to Report of Competitive Selection Committee for Request for Proposal (RFP) No. EVN0044178, South Florida Vanpool Program

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The purpose of this memorandum is to provide supplemental information regarding the Report of the Competitive Selection Committee (Committee) approved March 24, 2026, for the subject project and to establish the record that the Committee was reconvened for the purposes stated herein.

Background:
On January 30,2026, one proposal was recorded as being received from Enterprise Leasing Company of Florida LLC (Enterprise) in response to the subject solicitation. On March 13, 2026 the Committee evaluated Enterprise's proposal, that resulted in a recommendation for negotiations with Enterprise. On March 24, 2026, the *Report of Competitive Selection Committee* for the project was approved. On April 22, 2026 a second proposal was identified in INFORMS as having been submitted by Shuttles Pro by the proposal due date, which was deemed responsive. The omission of this second proposal as a staff error, and no issues were identified in the system. The Committee was notified of the requirement for the Committee to reconvene. The proposal from Shuttles Pro was disseminated to the Committee for review and evaluation.

Reconvening Committee:
The Committee was reconvened on May 5, 2026, to evaluate both proposals received. The Committee decided not to conduct oral presentations. Price proposals were not requested since the Contractor's costs are not compensable under the terms of the Agreement. The County pays a fixed monthly subsidy per vehicle.

The final scores are as follows:

Proposer	***Technical Score*** *(max.5000)*
Enterprise Leasing Company of Florida LLC	4,758
Shuttles Pro	2,709

Recommendation:
The Committee recommends the County enter negotiations with the highest ranked proposer, Enterprise Leasing Company of Florida LLC.

The Competitive Selection Committee Coordinator with Lynette Chiverton, Department of Transportation and Public Works (DTPW) Operations Administrator, Joel Perez, DTPW Assistant Director of Bus Services, and Ainsley Barberena, DTPW Operations Officer, from the client department will participate in the negotiations. Technical and operational assistance and feedback may be requested from appropriate staff as needed during the negotiation process.

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

Approved

Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US
Date: 2026.05.12 12:04:36 -04'00'

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

Date

RFP NO. EVN0044178
SOUTH FLORIDA VANPOOL PROGRAM
EVALUATION 2

COMPOSITE

EVALUATION CRITERIA	Maximum Points Per Member	Maximum Total Points (5 members)	PROPOSERS			
			Enterprise Leasing Company of Florida, LLC	Shuttles Pro	N/A	N/A
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	**1500**	**1405**	**675**		
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	**1000**	**960**	**530**		
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	**1000**	**920**	**512**		
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	**750**	**726**	**522**		
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	**750**	**747**	**470**		
TOTAL POINTS	**1000**	**5000**	**4758**	**2709**		
		Ranking:	1	2		

Brian A Webster — **Selection Committee Coordinator - Signature**

Brian A Webster — 5/5/2026 — **Date**

Ezekiel Allen — **Reviewer - Signature**

Ezekiel Allen — 5/5/2026 — **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						

MDC015

RFP NO. EVN0044178
SOUTH FLORIDA VANPOOL PROGRAM
EVALUATION 2

COMMITTEE MEMBER NAME: Joel Perez

EVALUATION CRITERIA	Maximum Points	PROPOSERS		
		Enterprise Leasing Company of Florida, LLC	Shuttles Pro	N/A
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	**300**	**75**	
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	**200**	**100**	
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	**180**	**90**	
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	**145**	**90**	
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	**150**	**75**	
TOTAL POINTS	**1000**	**975**	**430**	**0**

MDC016

RFP NO. EVN0044178
SOUTH FLORIDA VANPOOL PROGRAM
EVALUATION 2

COMMITTEE MEMBER NAME: Ainsley Barberena

EVALUATION CRITERIA	Maximum Points	PROPOSERS		
		Enterprise Leasing Company of Florida, LLC	Shuttles Pro	N/A
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	**290**	**125**	
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	**195**	**100**	
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	**190**	**100**	
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	**146**	**90**	
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	**150**	**80**	
TOTAL POINTS	**1000**	**971**	**495**	**0**

MDC017

RFP NO. EVN0044178
SOUTH FLORIDA VANPOOL PROGRAM
EVALUATION 2

COMMITTEE MEMBER NAME: Marlon Beckford

EVALUATION CRITERIA	Maximum Points	PROPOSERS		
		Enterprise Leasing Company of Florida, LLC	Shuttles Pro	N/A
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	**250**	**100**	
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	**185**	**60**	
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	**180**	**65**	
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	**135**	**110**	
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	**150**	**120**	
TOTAL POINTS	**1000**	**900**	**455**	**0**

MDC018

RFP NO. EVN0044178
SOUTH FLORIDA VANPOOL PROGRAM
EVALUATION 2

COMMITTEE MEMBER NAME: Sylvia Jones-Carr

EVALUATION CRITERIA	Maximum Points	PROPOSERS		
		Enterprise Leasing Company of Florida, LLC	Shuttles Pro	N/A
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	**285**	**225**	
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	**180**	**170**	
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	**190**	**160**	
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	**150**	**120**	
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	**150**	**120**	
TOTAL POINTS	**1000**	**955**	**795**	**0**

MDC019

RFP NO. EVN0044178
SOUTH FLORIDA VANPOOL PROGRAM
EVALUATION 2

COMMITTEE MEMBER NAME: Alexandar Garcia

EVALUATION CRITERIA	Maximum Points	PROPOSERS		
		Enterprise Leasing Company of Florida, LLC	Shuttles Pro	N/A
1. Proposer's Experience and Past Performance Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.1.	300	**280**	**150**	
2. Qualifications of Key Personnel and Subcontractor Proposer's relevant experience, qualifications, and past performance. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors, in accordance with Section 5.2.	200	**200**	**100**	
3. Proposed Approach Proposer's approach to providing van pool services, in accordance with the Scope of Work (Attachment B), and in accordance with Section 5.3.	200	**180**	**97**	
4. Proposer Marketing Plan Proposer's marketing strategy to promote, grow, and expand the Vanpool Program in South Florida, in accordance with Section 5.4.	150	**150**	**112**	
5. Customer Service Plan(s) Proposer's proposed service plan(s) with associated pricing, in accordance with Section 5.5.	150	**147**	**75**	
TOTAL POINTS	**1000**	**957**	**534**	**0**

MDC020

MEMORANDUM

(Revised)

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

DATE: September 1, 2026

FROM: Geri 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**

_____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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)
9-1-26

RESOLUTION NO. R-753-26

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0044178, SOUTH FLORIDA VANPOOL PROGRAM, TO ENTERPRISE LEASING COMPANY OF FLORIDA, LLC IN THE TOTAL AMOUNT OF $17,717,216.00 FOR AN INITIAL FIVE-YEAR TERM AND TWO, THREE-YEAR OPTIONS TO RENEW FOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF SAME, INCLUDING ANY CANCELLATION, RENEWALS, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

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

Section 1. This Board approves award of Contract No. EVN0044178, South Florida Vanpool Program, in substantially the form attached and made a part hereof, to Enterprise Leasing Company of Florida, LLC in the amount of $17,717,216.00 for an initial five-year term and two, three-year options to renew for Department of Transportation and Public Works.

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

The foregoing resolution was offered by Commissioner **Raquel A. Regalado**, who moved its adoption. The motion was seconded by Commissioner **Roberto J. Gonzalez** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	**aye**		
Kionne L. McGhee, Vice Chairman	**aye**		
Marleine Bastien	**absent**	Juan Carlos Bermudez	**aye**
Sen. René García	**aye**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Vicki L. Lopez	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

CONTRACT NO. EVN0044178
SOUTH FLORIDA VANPOOL PROGRAM

THIS AGREEMENT for the provision of a fare collection application, made and entered into as of this _____ day of _____ , 2026 by and between Enterprise Leasing Company of Florida LLC, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 5105 Johnson Road, Coconut Creek, Florida 33073 (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 vanpool 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. RFP-EVN0044178 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated January 20, 2026 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such vanpool services for the County, in accordance with the terms and conditions of this Agreement.

DocuSigned by:
Dave Schmidt
CDCBEC60C7A0485

Dave Schmidt

VP/GM

5/13/2026

Docusign Envelope ID: 630F7E3E-5D3E-4D58-AC8C-65EB3F4204E7

Contents

ARTICLE 1. DEFINITIONS 4
ARTICLE 2. ORDER OF PRECEDENCE 5
ARTICLE 3. RULES OF INTERPRETATION 5
ARTICLE 4. NATURE OF THE AGREEMENT 5
ARTICLE 5. CONTRACT TERM 6
ARTICLE 6. OPERATIONAL SERVICES 6
ARTICLE 7. FORCE MAJEURE 6
ARTICLE 8. NOTICE REQUIREMENTS 6
ARTICLE 9. PAYMENT FOR SERVICES/AMOUNT OBLIGATED 7
ARTICLE 10. PRICING 7
ARTICLE 11. METHOD AND TIMES OF PAYMENT 7
ARTICLE 12. INDEMNIFICATION AND INSURANCE 8
ARTICLE 13. MANNER OF PERFORMANCE 9
ARTICLE 14. EMPLOYEES OF THE CONTRACTOR 10
ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP 10
ARTICLE 16. AUTHORITY OF THE COUNTY PROJECT MANAGER 10
ARTICLE 17. DISPUTE RESOLUTION 10
ARTICLE 18. MUTUAL OBLIGATIONS 11
ARTICLE 19. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING 11
ARTICLE 20. FINANCIAL AUDITS 11
ARTICLE 21. SUBSTITUTION OF PERSONNEL 12
ARTICLE 22. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT 12
ARTICLE 23. SUBCONTRACTUAL RELATIONS 12
ARTICLE 24. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS 13
ARTICLE 25. SEVERABILITY 13
ARTICLE 26. TERMINATION AND SUSPENSION OF WORK 13
ARTICLE 27. EVENT OF DEFAULT 14
ARTICLE 28. NOTICE OF DEFAULT - OPPORTUNITY TO CURE 15
ARTICLE 29. REMEDIES IN THE EVENT OF DEFAULT 15
ARTICLE 30. PATENT AND COPYRIGHT INDEMNIFICATION 15
ARTICLE 31. CONFIDENTIALITY 16
ARTICLE 32. PROPRIETARY INFORMATION 16
ARTICLE 33. PROPRIETARY RIGHTS 17
ARTICLE 34. AVAILABILITY OF CONTRACT TO GOVERNMENT ENTITIES 17
ARTICLE 35. SMALL BUSINESS ENTERPRISE 17
ARTICLE 36. VENDOR REGISTRATION/CONFLICT OF INTEREST 17
ARTICLE 37. INSPECTOR GENERAL REVIEWS 18
ARTICLE 38. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS 19
ARTICLE 39. NONDISCRIMINATION 20
ARTICLE 40. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION 21
ARTICLE 41. BANKRUPTCY 21

ARTICLE 42. GOVERNING LAW 21
ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY 21
ARTICLE 44. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY) 21
ARTICLE 45. DISCLAIMERS AND LIMITATIONS 22
ARTICLE 46. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS 22
ARTICLE 47. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT 23
ARTICLE 48. FEDERAL (FTA) PROVISIONS 23
ARTICLE 49. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT 29
ARTICLE 50. SURVIVAL 30

ATTACHMENTS:

APPENDIX A SCOPE OF WORK

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:

1.1 The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.

1.2 The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.

1.3 The Words "Commute vehicles" to mean vehicles owned, non-owned, and hired by the Contractor that are used for services performed, in accordance with the scope of this contract.

1.4 The words "Contract" to mean these (i) Articles, (ii) Scope of Work, (iii) all other appendices and attachments hereto, (iv) the Contractor's proposal, and (v) RFP No. EVN0044178 and all amendments issued thereto.

1.5 The words "Contract Date" to mean the date on which this Agreement is effective.

1.6 The words "Contract Manager" to mean Miami-Dade County's Director, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.

1.7 The words "Contractor" to mean Enterprise Leasing Company of Florida, LCC, and its permitted successors.

1.8 The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

1.9 The word "Days" to mean calendar days.

1.10 The word "Deliverable(s)" to mean all Licensed Software and Documentation, as defined below, to be delivered or made available by the Contractor for use by the County, whether on site or remotely accessed, and all Services to be performed for and provided to the County by the Contractor under the Agreement.

1.11 The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.

1.12 The words Payment Card Industry Data Security Standard (PCI DSS) to mean a set of security standards designed to ensure that ALL companies/business entities/government agencies that accept, process, store or transmit credit card information maintain a secure environment.

1.13 The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

1.14 The words "Scope of Work" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.

1.15 The words "Service" or "Services" to mean the provision of vanpool services in accordance with the Scope of Work.

1.16 The words "Subcontractor" or "Subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.

1.17 The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Contract, the order of precedence is as follows: 1) the Agreement (including appendices attached thereto); 2) Contractor's Proposal; and 3) Miami-Dade County's RFP No. EVN0044178.

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 words "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

4. The words "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 words "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, or affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

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

B. 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.

C. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent as required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

D. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work that are necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

E. The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of 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 under a fully executed Amendment to this Contract containing any updated scope, pricing, and terms and conditions as agreed upon by the Parties.

ARTICLE 5. CONTRACT TERM

A. The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the fifth (5th) year. The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for two (2) additional three (3)-year periods. For the purposes of record retention, each renewal term shall be considered a new contract period.

B. The County reserves the right to exercise its option to extend this Contract for up to 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"). The County agrees to continue to remit prorated payment for any use of the Solution for the period of the extension.

ARTICLE 6. OPERATIONAL SERVICES

Contractor shall provide the County with operational services in the manner outlined in Appendix A, *Scope of Work*, throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 7. 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, or acts of God or the public enemy. In such circumstances, the County may, at its option, elect to cancel or reschedule the portion of any Services 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 Services affected by the foregoing circumstances and the balance of the Services 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. If applicable, 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.

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.

ARTICLE 8. 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
      Department of Transportation and Public Works
      Attention: Lynette Chiverton
      Phone: (786) 469-5072

E-mail: lynette.chiverton@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: CPO@miamidade.gov

2) To the Contractor

Enterprise Leasing Company of South Florida, LLC
Replacement Rental Director
5105 Johnson Road
Coconut Creek, FL 33073
Attention: Inez Fernandez-Fleming
Phone: 954-354-5000
E-mail: Inez.a.fernandezfleming@em.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 9. 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 performed under this Contract, including all costs associated with such Work, shall be in accordance with the provisions of the Scope of Work, Section 2.1(B) and the Contractor's proposal. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

B. All payments are inclusive of Federal, state, local and foreign taxes, levies and assessments. Each Party shall be responsible for its own taxes (whether Federal, state or local), together with all governmental filings related thereto, which arise out of the Service rendered hereunder.

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

ARTICLE 10. PRICING

Prices shall conform to the Contractor's service and pricing plans, as approved by the County. The monthly fee per van of the Contractor's pricing structure shall equal the sum of monthly fee charged to the party responsible and a $500 subsidy provided by the County. For vanpools that begin service after the first day of the month, the Contractor will receive a pro-rated subsidy of $16.67 per day.

ARTICLE 11. METHOD AND TIMES OF PAYMENT

A. The Contractor shall bill the County periodically in accordance with the payment terms established in Article 29 below. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned

by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises ("SBEs"), 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 shall be forty-five (45) days from receipt of a proper invoice. Notwithstanding the foregoing, all fees payable to the Contractor shall be due sixty (60) days from receipt of a proper invoice and the Contractor shall not charge any late payment interest until after such forty-five (45) day period has elapsed. All payments due from the County 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.

B. In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, 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.

C. Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as instructed by the County Project Manager.

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

ARTICLE 12. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of third-party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all third-party claims and losses in connection therewith and shall investigate and defend all third-party claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney fees which may issue thereon. 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.

Contractor shall furnish to the Miami-Dade County, Strategic Procurement Department, 111 NW 1st Street, 13th Floor, Miami FL 33128-1987, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below, the following coverages do not apply to vanpool drivers:

A. Worker's Compensation as required by Florida Statute 440.

B. Commercial General Liability in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate not to exclude Products & Completed Operations. **Miami-Dade County must be included as additional insured.**

C. Commercial Automobile Liability covering all owned, non-owned and hired Commute vehicles for $1,000,000 combined single limit. Miami-Dade County must be included as additional insured.

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.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1ST STREET, SUITE 2340
MIAMI, FL 33128

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 after notification of award by the County. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) 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 Certificates 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(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract after a thirty (30) day period after the expiration of insurance, until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 13. MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work.

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 attorney's 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 as necessary to maintain service quality and safety requirements. In the event an employee of Contractor has been found to have committed a legal infraction, departure from safety measures, or fails to provide professional customer service that is not sufficiently addressed by the Contractor, as determined by the County, the Contractor shall agree to assess such situation and arrive at a mutually agreeable solution depending on the nature of the infraction. if so directed upon the reasonable request from the County.

D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner.

E. The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 14. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Each employee shall have and wear proper identification.

ARTICLE 15. 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 or Services performed pursuant to this Agreement shall at all times, 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 16. AUTHORITY OF THE COUNTY PROJECT MANAGER

A. The Contractor shall promptly comply with the orders or determinations of the Project Manager issued within the scope of the Project Manager's authority under this Agreement.

B. Such compliance shall not waive the Contractor's right to seek clarification, request an equitable adjustment, or pursue a dispute in accordance with the dispute resolution provisions of this Agreement. Any order that materially alters the scope of services, schedule, or compensation shall be subject to mutual written agreement of the Parties.

C. Where orders are given orally, they will be issued in writing by the Project Manager 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) via a contract modification.

D. 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 17, *Dispute Resolution*.

ARTICLE 17. DISPUTE RESOLUTION

A. The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; .

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

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article.

D. In the event of such dispute, the Parties authorize the DTPW Director 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. Any such dispute shall be brought, if at all, before the DTPW Director within ten (10) days of the occurrence, event or act out of which the dispute arises.

E. The DTPW Director 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 DTPW Director 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 DTPW Director for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the DTPW Director 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 DTPW Director, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law.

F. This Article will survive the termination or expiration of this Agreement.

ARTICLE 18. MUTUAL OBLIGATIONS

A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of 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 such defense or settlement costs from the Contractor.

ARTICLE 19. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 20. FINANCIAL AUDITS

A. The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records 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.

C. Contractor will have the right, during normal business hours and upon reasonable notice, to have an independent firm audit the construction capital spend model, the amount of Annual Capital Spend that the County has incurred. The audit will be conducted at the Contractor's expense, unless it reveals that the County has not complied in which case the County will (i) reimburse Contractor for all reasonable costs and expenses incurred by Contractor regarding such audit; and (ii) pay Contractor any annual license fee underpayment disclosed by the audit. In lieu of an audit, the County may provide the County's Annual Capital Spend via a publicly published budget.

ARTICLE 21. SUBSTITUTION OF PERSONNEL

A. Notwithstanding employment changes outside of the Contractor's control, such as sickness, jury duty, changes in employment status, personal hardship, military deployment, or other material changes, the Contractor agrees to avoid replacing or reassigning any Key Personnel under this Agreement, pursuant to the paragraph below. But for the aforementioned employment changes, the Contractor may not substitute any Key Personnel specifically identified in the Contractor's proposal as providing services in connection with the Contract without notification to the County of the substitution and of the replacement employee.

B. In the event the Contractor substitutes proposed Key Personnel for a reason not related to an employment change, the Contractor must notify the County in writing. In the event of an employment change, the Contractor may assign an interim replacement employee for a period not to exceed thirty (30) days. The Contractor must provide to the County the resume and any other applicable qualifying credentials of the replacement employee. Replacement employee must possess equal or superior skills, qualifications, and experience as the employee being replaced.

C. Effective the date of the County's receipt of the substitution notification, the County shall have five (5) business days to review the resume and credentials of the replacement employee. All costs associated with the substitution of personnel shall be borne by the Contractor.

ARTICLE 22. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

Neither party may 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 other party, which shall not be unreasonably withheld.

ARTICLE 23. SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause 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 Work 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 services of the same general type which is required to be performed under this Agreement.

E. The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

F. This Article only applies to Subcontractors for Services and not the Licensed Software.

ARTICLE 24. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 25. SEVERABILITY

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

ARTICLE 26. TERMINATION AND SUSPENSION OF WORK

A. Either Party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement. The non-breaching party must provide the breaching party with written notice of such breach and a minimum of 30 days to cure such breach prior to termination. If it is determined that the Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience. This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default, as defined below in Article 27, and fails to cure said Event of Default, or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement. In response to the Contractor's failure to cure such deficiency, the Contract will be terminated thirty (30) days from the date of the County's written notice of termination.

B. This Agreement may be terminated for convenience by the County in the event funding or other legislative/policy changes to the program necessitate the termination of contract services. 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 49(A) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

D. The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

E. In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop Work on the date specified in the notice (the "Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

   iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

   v. take no action which will increase the amounts payable by the County under this Agreement; and

   vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation

provision of the Scope of Work, Section 2.1(B) and the Contractor's proposal.

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.

In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and Contractor shall remain owner of all documents, materials, data and products provided for the County under this Agreement.

Contractor shall also retain all right, title and interest in any pre-existing intellectual property secured, developed, written, or produced by Contractor prior to the execution of this Agreement or developed concurrently with the Agreement but not specifically for this Agreement. Contractor will provide to the County access to reports and data specific to this Agreement as necessary for the County to comply with applicable law and in connection with federal, state and local transit funding efforts, upon request of the County and within a reasonable period time after the end of this agreement. All Reports and data will be provided at no additional charge to the County and in a mutually agreeable electronic format.

ARTICLE 27. EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables, Solution, Work, Updates or Upgrades 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 Work;

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 or certifications stated herein; or.

viii. data breach

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. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation and/or material breach of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 28. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured: (1) immediately, if the default is of the type that needs to be cured on an emergency basis as deemed by the County, or; (2) if not emergency type of default, within a thirty (30) day period. If the condition for default is not cured within the time limit set forth, this Agreement with the County may be terminated. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 29. REMEDIES IN THE EVENT OF DEFAULT

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

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

ARTICLE 30. PATENT AND COPYRIGHT INDEMNIFICATION

A. Neither party shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

B. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

C. The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

D. In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

E. The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable or Solution hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable or Solution that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 31. CONFIDENTIALITY

A. All 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 County Confidential Information and may not, without the prior written consent of the County or expressly agreed upon in this Contract, 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 County Confidential Information and shall be subject to all the requirements stated herein. Except as expressly agreed upon in this Contract, 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 County Confidential Information without the prior written consent of the County.

B. The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such County 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 County 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 County 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 seek 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 within seven (7) business days turn over to the County all such County 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.

D. Contractor Confidential Information shall mean any information or documentation provided by the Contractor that falls into an exception of the Florida Public Records law.

E. Notwithstanding the foregoing, Contractor Confidential Information shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the County; (ii) was in the County's possession at the time of disclosure without violation of any confidentiality restriction and without any restriction on the County's further use or disclosure; or (iii) is independently developed by the County without use of the disclosing Party's Confidential Information. For purposes of clarity, Confidential Information shall mean information in any median including hard copy, electronically stored or stored in any other means or manner.

F. The County shall maintain Confidential Information of the Contractor with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The County shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the Contractor of which the receiving party becomes aware.

G. The County shall not use Confidential Information of the Contractor for any purpose other than in furtherance of this Agreement and the activities described herein. The County may disclose Confidential Information of the Contractor only to those persons who have a need to know such Confidential Information (including County's authorized users to the extent necessary to enable them to use the Licensed Software as intended) and shall make commercially reasonable efforts to have such persons respect the confidentiality of the Confidential Information.

ARTICLE 32. 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 third-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 33. PROPRIETARY RIGHTS

A. Contractor shall remain owner of all documents, materials, data and products provided for the county under this Agreement. Contractor shall also retain all right, title and interest in any pre-existing intellectual property secured, developed, written, or produced by Contractor prior to the execution of this Agreement or developed concurrently with the Agreement but not specifically for this Agreement. Contractor will provide to the County access to reports and data specific to this Agreement as necessary for the County to comply with applicable law and in connection with federal, state and local transit funding efforts, upon request of the County and within a reasonable period time after the end of this agreement. All Reports and data will be provided at no additional charge to the County and in a mutually agreeable electronic format.

B. The Contractor collects data from clients and third parties in the course of delivering the Service (the "Customer Data"). The Contractor and Contractor's Affiliates aggregates the Customer Data that it collects from clients (the "Aggregated Data") to perform market analysis and to improve the Service and Affiliate products (the "Data Purpose"). County authorizes Contractor and Contractor's Affiliates to incorporate any Customer Data obtained in providing Service to the County into the Aggregate Data, as long as the Customer Data and Aggregate Data are both in a de-identified and anonymized form, and provided further that: (i) no confidential information (including the identity of the County or its suppliers, customers or employees) will be disclosed by Contractor and Contractor's Affiliates or be otherwise used or processed by Contractor and Contractor's Affiliates in a manner that enables the identity of Customer to be deduced or extracted; and (ii) the Customer Data shall be used exclusively for the incorporation into the Aggregate Data, which shall be used exclusively for the Data Purpose.

ARTICLE 34. AVAILABILITY OF CONTRACT TO GOVERNMENT ENTITIES

Although this Contract identifies one County Department, it is hereby agreed and understood that any County department, or County agency, may avail itself of this contract and purchase any and all Products and/or Services provided by Contractor at the price(s) negotiated specifically for that Governmental Entity. Under these circumstances, a separate Statement of Work shall be issued requesting the Products and/or Services, which identifies the requirements of the additional County department(s).

ARTICLE 35. SMALL BUSINESS ENTERPRISE

The Parties agree that there is no Small Business Enterprise participation goal requirement in this Agreement.

ARTICLE 36. 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 37. 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.

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 Supplemental Agreements 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, Supplemental Agreement 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 38. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or

inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

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

ARTICLE 39. NONDISCRIMINATION

A. 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.

B. 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 52. 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, supplies 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 in regard to remedying the situation.

ARTICLE 40. 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 other than in furtherance with the Work performed by Contractor with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

C. Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers will not represent, directly or indirectly, that any Work, Solution or Service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 41. BANKRUPTCY

The County may terminate this contract for cause, 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 42. 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 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

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

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

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

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

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

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

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

ARTICLE 45. DISCLAIMERS AND LIMITATIONS

A. Contractor internet disclaimer. Contractor does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the county's connections to the internet (or portions thereof). Although Contractor will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Contractor cannot guarantee that such events will not occur. Accordingly, Contractor disclaims any and all liability resulting from or related to such events. except for the warranties specifically and expressly made herein, Contractor makes no warranties either express or implied, including without limitation, warranties of merchantability or warranties of fitness, and all such warranties are disclaimed.

B. Limitation of liability. Except for breach of IP infringement, confidentiality, data breach, breach of Payment Card Industry Data Security Requirements, gross negligence or willful misconduct, for any one or more breaches of this Contract or defaults hereunder, the entire aggregate liability of the party in breach or default, and the exclusive remedy of the other party, shall be payment of the actual damages. Except for IP infringement, gross negligence or willful misconduct, in no event shall either party be liable for any special, indirect, incidental, consequential or exemplary damages, losses, or expenses including, without limitation, lost profits, failure to realize expected savings or any other commercial or economic loss of any kind arising out of or related to this contract. These limitations on the liability of either party shall apply to all causes of action that either party may have against the other, irrespective of the nature of the cause of action underlying a claim, demand or action, including, without limitation, whether it sounds in contract or tort.

ARTICLE 46. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS

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

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

C. The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Clerk

of the Court and Comptroller – Comptroller Finance Operations Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

ARTICLE 47. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

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

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

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

ARTICLE 48. FEDERAL (FTA) PROVISIONS

FEDERAL REQUIREMENTS

These clauses are required because this procurement is funded in whole or in part by the Federal Transit Administration. The requirements in these clauses are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirements in these clauses are inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in these clauses shall prevail.

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of Miami-Dade County that would cause Miami-Dade County to be in violation of the FTA terms and conditions.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves

the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

A. The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify Miami-Dade County, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. The Contractor must include an equivalent provision in its subagreements at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

A. Types of Legal Matters Requiring Notification
The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

B. Matters Affecting the Federal Government
Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

C. Additional Notice to U.S. DOT Inspector General
The Contractor must promptly notify Miami-Dade County, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and Miami-Dade County, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of Miami-Dade County. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of Miami-Dade County, including divisions tasked with law enforcement or investigatory functions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract

or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

Record Retention

A. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub- agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

B. Retention Period
The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. Access to Records
The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

D. Access to the Sites of Performance
The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

FEDERAL CHANGES

A. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

B. If change to applicable FTA regulations, policies, procedures or directives requires a change to any section of this Article, that change shall be incorporated into any subcontract in accordance with the flow down provision of the affected section, if any.

ADA ACCESS

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

A. Federal laws, including:
   i. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

ii. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
   1) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
   2) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

iii. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;

iv. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

v. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:
   i. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;
   ii. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
   iii. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
   iv. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
   v. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
   vi. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
   vii. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;
   viii. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer remises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
   ix. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
   x. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
   xi. TA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
   xii. Other applicable federal civil rights and nondiscrimination regulations and guidance.

CIVIL RIGHTS LAWS AND REGULATIONS

The County is an Equal Opportunity Employer. As such, the County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FREE SPEECH AND RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

FEDERAL TERMINATION RIGHTS

The termination rights under this Agreement are in addition to, and in no way limit, the to terminate as described in 2 CFR § 200.340.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
This requirement does not apply to contracts and subcontracts under $25,000.

Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non- procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or Miami-Dade County to be:

A. Debarred from participation in any federally assisted Award;
B. Suspended from participation in any federally assisted Award;
C. Proposed for debarment from participation in any federally assisted Award;
D. Declared ineligible to participate in any federally assisted Award;
E. Voluntarily excluded from participation in any federally assisted Award; or

F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Miami-Dade County. If it is later determined by the Miami-Dade County that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Miami-Dade County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING RESTRICTIONS
These requirements do not apply to contracts and subcontracts under $100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Miami-Dade County.

EMPLOYEE PROTECTIONS
Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti- Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards
These requirements apply to all contracts involving construction in excess of $100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. .

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction
These requirements apply to all contracts (not involving construction) in excess of $100,000 that involve the employment of mechanics or laborers.

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees:

A. It will not use any violating facilities;
B. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
C. It will report violations of use of prohibited facilities to FTA; and
D. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

ARTICLE 49. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

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

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

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

ARTICLE 50. SURVIVAL

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

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

Enterprise Leasing Company of Florida LLC		Miami-Dade County	
By:	DocuSigned by: Dave Schmidt CDCBEC80C7A0485...	By:	For
Name:	Dave Schmidt	Name:	Daniella Levine Cava
Title:	VP/GM	Title:	Mayor
Date:	5/13/2026	Date:	
Attest:	Michelle R. Boy Corporate Secretary/Notary Public	Attest:	Clerk of the Board
Corporate Seal/Notary Seal	MICHELLE R. BOY MY COMMISSION # HH 748148 EXPIRES: February 19, 2030	Approved as to form and legal sufficiency	Assistant County Attorney

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ATTACHMENT A

Contract No. EVN0044178

SOUTH FLORIDA VAN POOL PROGRAM

SCOPE OF WORK

MIAMI-DADE COUNTY:
Department of Transportation and Public Works

Docusign Envelope ID: 630F7E3E-5D3E-4D58-AC8C-65EB3F4204E7

Table of Contents

1.1 Summary 3
2.1 Background 3
2.2 Flexible Vanpool Cost 3
2.3 Management 3
2.4 Vehicles 4
2.5 Vehicle Specifications 4
2.6 Mileage Tracking System 4
2.7 Fleet Administration 4
2.8 Vanpool Formation 5
2.9 Volunteer Driver Responsibility 5
2.10 Invoicing Responsible Party 6
2.11 Program Marketing 6
2.12 Reports 7

Docusign Envelope ID: 630F7E3E-5D3E-4D58-AC8C-65EB3F4204E7

1.1 Summary

The Contractor shall provide Miami-Dade County (County) vans, maintenance, and associated services to established Vanpools and new growth vanpools. A Vanpool is a group of commuters riding together to and from work, who live and/or work in Miami-Dade, Broward, or Palm Beach Counties. The vans vary from seven (7) to fifteen (15) passenger capacity according to the size of the group. One group participant serves as the volunteer Vanpool Coodinator and enters into a rental agreement with the Contractor for the van. The Coordinator or other participants are assigned as drivers for the Vanpool.

2.1 Background

A. The South Florida Vanpool Program (Program) is currently administered by the Miami-Dade County Department of Transportation and Public Works (DTPW). A Vanpool is an element of the transit system that allows groups of people to share the ride similarly to a carpool, but on a larger scale with concurrent savings in fuel and vehicle operating costs and thus usually a lower cost to the rider. Vanpools have a lower operating and capital cost than most transit vehicles in the United States, but due to their relatively low capacity, Vanpools often require subsidies comparable to conventional bus service. Vehicles may be provided by individuals, individuals in cooperation with various public and private support programs, through a program operated by or on behalf of an element of government, or a program operated by or on behalf of an employer. The key concept for a Vanpool is that people share the ride from home or one or more common meeting locations and travel together to a common destination or work center. Currently, there are approximately 245 active vans operating in the Program. The future growth of the Program is anticipated to be 18 additional vans per year, but may vary depending on, among other considerations, public demand and acceptance.

B. Registered Vanpool groups pay a monthly fee to the Contractor. The Contractor will also receive a monthly subsidy of $500 per van per month determined and directly paid by DTPW, in accordance with the Federal Transit Administration (FTA) Capital Cost of Contracting Policies. DTPW plans to utilize passenger fares as a local match. If DTPW utilizes passenger fare as a local match and in instances where the Contractor purchases rolling stock with passenger fares that are in excess of Contractor's operating costs, such rolling stock, shall only be used for Vanpools with origins and/or destinations in Miami-Dade, Broward and Palm Beach Counties (the Metropolitan Area).

C. Vanpools must operate in compliance with public transit rules, including American with Disabilities Act (ADA) provisions and all federal, state and local requirements.

D. The objective of the Program is to alleviate traffic congestion in the metropolitan area by reducing the number of vehicles traveling on major expressways and arterials, contribute to; eliminating passenger trips and passenger miles, saving gas and reducing pollution in the environment.

2.2 Flexible Vanpool Cost

Each Vanpool participant will enroll in a monthly subscription plan through the selected Vanpool Service Provider, choosing a designated role such as driver, rider, or coordinator ("Monthly Pass"). The cost of the Monthly Pass ("Monthly Pass Charge") may vary and is subject to change at the Service Provider's discretion based on applicable pricing factors and the selected plan. Full details, including the Monthly Pass options and associated charges, will be outlined in each participant's individual agreement with the Service Provider.

2.3 Management

A. The Contractor shall perform the necessary management, attend meetings, and provide customer service to participants as may be required for the functioning of the Program.

B. The Contractor shall provide a Project Manager who has experience in administering the Program. The Contractor shall provide a Program Coordinator to oversee daily operations in Broward County, a Program Coordinator to

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oversee daily operations in Palm Beach County, and a Program Coordinator to oversee daily operations in Miami-Dade County. The Project Manager shall manage all aspects of Vanpool services.

2.4 Vehicles

A. The Contractor shall provide passenger vans (minimum and regular size) configured to seat from a minimum of seven (7) passengers to fifteen (15) passengers. Once a Vanpool is formed, the Contractor shall deliver a van with the required seating capacity to the Vanpool's volunteer driver within a week (seven (7) business days, including holidays), of the effective date of the rental agreement, accompanied by a copy of the executed rental agreement.

B. The Contractor shall provide, as needed, accessible vans that are compliant with Americans with Disabilities Act (ADA) regulations to accommodate the request made by persons qualified under ADA. Accessible vehicles, including lift-equipped, shall have the appropriate seating capacity for the Vanpool group. Any modifications to vehicles shall conform to ADA regulations. The Contractor shall deliver to the volunteer driver ADA equipped or modified vans within two (2) weeks of the effective date of a rental agreement, accompanied by a copy of the executed rental agreement. If the Contractor needs additional time for delivery of accessible vans, (the Contractor shall submit a written request for the additional time to DTPW's Project Manager for approval.

2.5 Vehicle Specifications

A. In accordance with FTA vehicle useful life guidelines (FTA Circular 5010.1D), the Contractor shall ensure that fleet vehicles in the Program are no more than five (5) years old and/or have not exceeded 100,000 miles. The Contractor shall replace any vehicle when or before it reaches either of these limits.

B. The Contractor shall ensure all Vanpool vehicles are inspected, licensed, and registered in accordance with applicable Federal, State and local laws.

C. All vans utilized for the Program shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) and, at a minimum, include the following:
   a. Automatic transmission
   b. Power steering, power windows, and power locks
   c. Front and rear air conditioning/heater
   d. Driver and front passenger air bags
   e. All seats with functioning seat belts/securements as required by Florida law
   f. Van striping and logo application (to be determined after award) shall be provided by Contractor and approved by DTPW. DTPW must approve additional or alternate vehicle markings

2.6 Mileage Tracking System

The Contractor shall utilize reporting equipment or processes acceptable to the FTA and compliant with NTD reporting requirements. The Contractor must also use this system for National Transit Database (NTD) Reporting, see Section 2.12.3.

2.7 Fleet Administration

The Contractor shall perform fleet administration to eliminate interruption of transportation services for the Vanpool. The Contractor shall manage all accident and subrogation services for the Vanpool and shall notify the County within 3 hours of being notified of accidents. Accidents involving loss of life must immediately be reported within 1 hour to DTPW's Bus Traffic Control Division at (305) 375-2926 and email the County Project Manager at lchiver@miamidade.gov upon notification to Contractor. The County shall receive from the contractor via email required items that must be reported: location, time, number of people transported to the hospital, and name of the hospital.

The Contractor shall provide preventative maintenance, vehicle repairs, and emergency assistance, as described below:

Docusign Envelope ID: 630F7E3E-5D3E-4D58-AC8C-65EB3F4204E7

2.7.1 Preventive Maintenance
The Contractor shall provide preventative maintenance for all vehicles, at a minimum, based on the vehicle manufacturer's preventive maintenance program. The Contractor shall coordinate scheduled and unscheduled maintenance with the Vanpool driver as needed.

2.7.2 Vehicle Repair
The Contractor shall provide vehicle repair for all vehicles and accomplish repairs in a manner to avoid interruptions in service which may include providing replacement or back-up vehicles.

2.7.3 Emergency Assistance
The Contractor shall provide 24-hour roadside assistance for all groups participating in the Program. This shall include, but not limited to, towing of the vehicle to the nearest authorized service facility when the vehicle breaks down, roadside services, and on-the-spot delivery of backup vehicles.

2.7.4 Back-up Vehicles
The Contractor shall provide a back-up van to the Vanpool group whenever the regularly assigned van is out of service for maintenance or repair. The back-up van shall be provided to the group prior to such events. The Contractor shall maintain an adequate number of back-up vehicles to support the Program.

2.8 Vanpool Formation

A. The Contractor shall be solely responsible for forming Vanpools under this Program.

B. A unique Vanpool group identification number will be assigned for each established Vanpool for reporting purposes.

C. The Contractor shall conduct thorough screening and selection of the primary and back-up volunteer Vanpool drivers. The drivers screening process shall include, but not be limited to:
   a.
   b. Verification that drivers meet the following criteria:
      i. Are at least 25 years old
      ii. Have a valid US driver's license, in accordance with the laws of the state of Florida.
      iii. Have no chargeable accidents or moving violations in their Division of Motor Vehicles driving record for the last three (3) years
      iv. Never have been convicted of a felony and never had a license revocation
      v. Cannot use cellular phones when driving vehicles for texting purposes but may use it for navigational purposes such as GPS and communication to contact a Vanpool user when they are parked.

In the event of a change in law (Federal, State, and local), DTPW will require, via written notice, the Contractor to modify the driver's screening criteria.

2.9 Volunteer Driver Responsibility

A. The County, DTPW, volunteer driver, or back-up driver will not be responsible for loss of or physical damage to the vehicle from a collision or peril which would be insured against by standard comprehensive automobile physical damage insurance purchased by the Contractor.

B. The Contractor shall enter into a rental agreement with the party responsible for the Vanpool vehicle. A responsible party is defined as the volunteer driver, entity, employer, or organization that enters into a rental agreement with the Contractor to take responsibility for the van.

C. The rental agreement shall, at a minimum, include provisions that the vanpool coordinator and volunteer driver(s) shall:

Docusign Envelope ID: 630F7E3E-5D3E-4D58-AC8C-65EB3F4204E7

a. Provide at least 30 days written notice of his/her intent to terminate of the rental agreement with the Contractor.
b. Not use vans as a source of additional income, such as jitneys, taxicabs, commercial carriers, or any other for-hire service.
c. Participate in the Program and use the van to pick up, transport, and drop-off other Vanpool participants to and from their residences (or other agreed upon locations), and their places of employment (or other agreed upon locations).
d. Participate in a training course provided by the Contractor for the appropriate use of the van.
e. Be available, upon request, to participate in basic driver training/safety awareness orientation and cooperate with the Contractor to obtain the driver's motor vehicle record.
f. Not consent to the use of the Vanpool vehicle by anyone other than an authorized driver.
g. Return the vehicle in the same condition, and with all the equipment and documents, as when delivered, except for ordinary wear and tear and damage which is subject of pending collision or comprehensive insurance claim.
h. Adhere to the vehicle maintenance schedule established by the Contractor, ensuring the van is available for maintenance service when needed, and maintaining a clean vehicle – exterior and interior.
i. Operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations.
j. In case of accidents, incidents, or other loss or damage to or involving the vehicle:
    i. immediately report to the Contractor any accident or incident involving bodily injury or loss;
    ii. complete and file with the Contractor a written accident or incident report; and
    iii. cooperate fully with the Contractor in all accident or incident investigations and/or settlements.
k. Acknowledge that any violation of these provisions may result in a suspension of the driver's participation in the Program.

2.10 Invoicing Responsible Party

A. The Contractor shall bill responsible parties participating in the Program each month and be accountable for assuring the collection of the monthly payment in a timely manner. The Contractor's billing process, procedures, and monthly fees to responsible parties shall be subject to review and approval by DTPW's Project Manager, including any alternative billing process.

B. The Contractor may utilize the Exhibit C, Sample Invoice for billing. An alternate to Exhibit C that captures the specific data therein may be used by the Contractor after receiving written consent from DTPW's Project Manager.

2.11 Program Marketing

A. The Contractor shall be responsible for program marketing. Marketing the program may consist of many different elements including, but not limited to promotional materials, radio, print and television advertising, internet and social media advertising, billboards, direct mail, and outreach activities. South Florida has a diverse population, and advertising may be conducted to reach commuting public in, but not limited to: English, Spanish and Creole. No separate payments will be made by the County for marketing the program.

B. The Contractor shall conduct other related activities in promoting and expanding the Program in South Florida. For example, to provide an incentive to potential groups, the Contractor may target employers to provide the use of passenger vans for services such as shuttle service from business sites to conferences, park & ride lots, or any other innovative transportation services. In these situations, the Contractor shall coordinate with employers regarding the requirements of the services. The Contractor shall submit all plans to DTPW's Project Manager for approval before implementation.

C. The Contractor shall work cooperatively with South Florida Commuter Services, the State's regional ridesharing program for South Florida. The Contractor shall provide the county with information regarding cooperative efforts with the South Florida Commuter Services.

Docusign Envelope ID: 630F7E3E-5D3E-4D58-AC8C-65EB3F4204E7

2.12 Reports

All reports and forms to be developed by the Contractor for use in conjunction with the operation of the Program shall be reviewed and approved for formatting by DTPW's Project Manager. The Contractor shall provide, at least, the following reports:

2.12.1 Maintenance Report

The Contractor shall maintain detailed and computerized maintenance records for each vehicle regarding scheduled and non-scheduled maintenance. The Contractor shall provide Maintenance Reports that record preventive maintenance and any other repair work performed on each vehicle in the program's fleet. The Maintenance Report shall be submitted to DTPW's Project Manager upon request.

The Contractor shall also provide a list of the facilities, including their addresses, where preventive maintenance is to be performed to DTPW's Project Manager upon request.

2.12.2 Monthly Reports

The Contractor shall complete and submit an Exhibit A, Monthly Summary & Performance Report and an Exhibit B, Vanpool Activity by County Report, on a monthly basis, with its invoice as supporting documentation. An alternative to the monthly reports, that captures the specific data in each Exhibit, may be used by the Contractor after receiving written consent from DTPW's Project Manager.

2.12.3 National Transportation Database (NTD) Reporting

The Contractor shall collect data, prepare reports, and keep financial and operating records of the Program in conformity with the requirements of the FTA Uniform System of Accounts and Records and Reporting System, as required in 49 CFR Part 630, for the County to be eligible for FTA Section 5307 and FDOT State Block Grant Program funds. For additional information on NTD Reporting, contact the FTA National Transit Database Program Helpdesk at (866) 349-1427 or visit www.NTDProgram.com. The Contractor shall submit the required reports in accordance with 49 CFR Part 630 to DTPW's Project Manager.

2.12.4 Vanpool Credits

To enable the County to utilize Vanpool credits as the local match, the Contractor shall provide the County with the following information on vehicles used for the South Florida Vanpool Program:

- Year of purchase
- Vehicle Identification Number
- Cost of Van
- Amount of state of local financial assistance
- Amount available as credit
- Amount used as credit for previous grants
- Amount to be used as credit for this grant