

## Rev 1

Maintenance Services for Automatic Doors  
Contract-BW-10073

Recitals Page:

This Agreement made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Dash Door and Closer Service, Inc. (DBA Dash Door & Glass), a corporation organized and existing under the laws of the State of Florida, having its principal office at 8800 NW 23 Street, Miami FL 33172 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide preventative maintenance (PM), repairs, emergency and additional services for automatic and manual, security and and non-security doors on a non-exclusive basis,, that shall conform to the Scope of Services (Appendix A); and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such preventative maintenance (PM), repairs, emergency and additional services for the County, in accordance with the terms and conditions of this Agreement;

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

**ARTICLE 1. DEFINITIONS**

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

- n) The words "Airport", "MDAD" or "MIA" to mean Miami International Airport.
- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A).
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Dash Door and Closer Service, Inc. (DBA Dash Door & Glass), and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) 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 County's Project Manager; and similarly 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 County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), the Price Schedule (Appendix B).

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services 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 Services under this Contract. Excepts for all things expressly excluded, all things not expressly mentioned in this Agreement but **reasonably** necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. All Services shall be accomplished at the direction of and to the **reasonable** satisfaction of the County's

Project Manager, but not in excess of applicable industry standards.

- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on [REDACTED] and shall continue through the last day of the five (5) years.

#### **ARTICLE 6. EXTENSIONS**

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.

#### **ARTICLE 7. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County**

- a) to the Aviation Project Manager:

Miami-Dade County  
Miami Dade Aviation Department  
P.O. Box 025504  
Miami, FL 33102-5504  
Attention: Ms. Neivy Garcia  
Phone: (305) 876-8482  
Fax: (305) 876-0323

and,

- b) to the Contract Manager:

Miami-Dade County

Internal Services Department, Strategic Procurement Division  
Attention: Chief Procurement Officer

111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974

Phone: (305) 375-4900

Email:

[Namita.Uppal@miamidade.gov](mailto:Namita.Uppal@miamidade.gov)

**(2) To the Contractor**

Dash Door and Closer Service, Inc. (DBA Dash Door & Glass)  
8800 NW 23 Street  
Miami FL 33172

Attention: Mr. Steven Sanko  
Phone: (305) 477-1164  
Cell: (786) 382-6501  
E-mail: [ssanko@dashdoor.com](mailto:ssanko@dashdoor.com)

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

**ARTICLE 8. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

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 Services to be performed under this Contract. The compensation for all Services performed under this Contract, including all costs associated with such Services, shall be in the total amount of \_\_\_\_\_ (\$\_\_\_\_\_) and in accordance with Appendix B, Price Schedule, herein or per approved proposals provided upon request. The County shall have no obligation to pay the Contractor any additional monies, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

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

**ARTICLE 9. PRICING**

Prices shall remain firm and fixed for the initial five-year term of the Contract.

**ARTICLE 10. METHOD AND TIMES OF PAYMENT**

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

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

**10.1 Invoices**

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County  
Miami Dade Aviation Department  
Finance Division  
P.O. Box 526624  
Miami, FL 33152-6624  
Attention: Accounts Payable

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

All invoices shall contain the following basic information:

- I. Dash Door and Closer Service, Inc.'s (DBA Dash Door & Glass) Information:

- The name of the business organization as specified on the contract between Miami-Dade County and Dash Door & Glass
  - Date of invoice
  - Invoice number
  - Dash Door & Glass Federal Identification Number on file with Miami-Dade County
- II. County Information:
- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
- Unit price of the goods, services or property provided. The parts price on the invoice must match the price on the price list. Any variance must be clearly justified by the Contractor.
  - Parts not included on the attached price list must include a justification of price.
  - Extended total price of the goods, services or property
  - Applicable discounts
  - Any backup documentation or Sub-Contractor documentation as required by the County.
- IV. Goods or Services Provided per Contract:
- Description
  - Quantity
- V. Labor Costs
- Category of personnel used for the service must be clearly identified, and must match the service ticket ex. technician
  - Labor must be clearly invoiced to match labor rates in Appendix B
  - Subcontractor rates or fixed fees must be clearly documented
  - Hours must be separately listed for each service
- VI. Delivery Information:
- Delivery terms set forth within the Miami-Dade County Release Purchase Order
  - Location and date of delivery of goods, services or property.
  - For MIA, the location door identifier from the data sheet must be referenced
- VII. Failure to Comply:



Failure to submit invoices in the prescribed manner will delay payment.

#### **ARTICLE 11. INDEMNIFICATION**

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

#### **ARTICLE 12. INSURANCE**

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$\_\_\_\_\_ per claim.

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

OR

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

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

**Miami-Dade County  
111 N.W. 1st Street  
Suite 1300  
Miami, Florida 33128-1974**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the 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 a minimum of ten (10) calendar days 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 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.

Notwithstanding the foregoing, Contractor's obligation to defend, indemnify and hold the above parties harmless and the ability for the County to make a claim upon Contractor's insurance, is expressly contingent upon (i) the County properly, timely and fully maintaining all of the Contractor's doors and component parts, (ii) the County complying with all applicable industry and documented inspection and maintenance schedules, and (iii) inspection of all of Contractor's door and component parts not less weekly.

County shall indemnify, defend and hold Contractor and its agents, principals, and employees harmless from claims, losses, and damages, including attorneys' fees and costs, based upon the acts or omissions of the County and its employees, agents, and instrumentalities. Contractor shall be immediately (not exceeding 24 hours) notified in writing (email) of all accidents/incidents. Detailed incident/accident reports must be transmitted in writing to the other party herein within 7 calendar days of the incident/accident. Along with all incident/accident reports, the County shall provide both documentation of gate agent training on the doors and all camera (video and audio where available) footage from all available angles and for at least one hour before and one hour after the final conclusion of the incident/accident and shall otherwise preserve all such footage.

#### **ARTICLE 13. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner **reasonably** satisfactory to the County in accordance with the terms and conditions of this Agreement and consistent with industry standards. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services, but not in excess of industry standards. At the reasonable request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and 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 agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its reasonable discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- 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 considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it reasonably deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services 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'S PROJECT MANAGER**

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

deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor not later than 30 days after initial submission. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 17. MUTUAL OBLIGATIONS**

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

#### **ARTICLE 18. 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 Scope of Services. 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 19. AUDITS**

The County, or its duly authorized representatives or 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 and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to to Section 2-481 of the Code of Miami-Dade County, 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. The Contractor agrees to

maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

#### **ARTICLE 20. SHIPPING TERMS: FOB DESTINATION**

Prices shall be F.O.B. destination and Contractor shall hold title to the goods until such time as they are delivered to an authorized County representative at various locations within Miami-Dade County.

Orders requiring special handling, such as air-freight or same day delivery, must be pre-authorized by a County representative. All charges resulting from special handling must be authorized by the County representative prior to placing the order and must be shown as a separate item on the Contractor's invoice

#### **ARTICLE 21. NOT USED**

#### **ARTICLE 22. ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County, which shall not be unreasonably withheld. Furthermore, this restriction nor any other term in this Agreement shall not bar, limit or prevent Contractor from selling some or all of its assets or stock or both, including, without limitation, via merger, and such action shall not require the County's consent or permission. However, in such instance, Contractor shall provide County 30 calendar days written notice of the sale.

#### **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 and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services 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. The Contractor shall inform the County of the intent to utilize Subcontractor services on a project by project basis by including Subcontractor quotation in body of Contractor proposal. Contractor direct markup over the Subcontractor costs shall be fixed at 20%. It shall be the County's option to retain the Subcontractor directly prior to start of work.
- 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 Services to be performed. Such Services 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 Services 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.

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

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

#### **ARTICLE 25. SEVERABILITY**

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

#### **ARTICLE 26. TERMINATION AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud,

misrepresentation or material misstatement.

- b) The County may, as a further sanction, 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 be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years 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 County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- 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
- e) 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. noncancelable 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; and
  - iii. Contractor's lost profit on the terminated portion of the Agreement with lost profit determined by the average of the profit over the last three consecutive years of this Agreement.



- f) All compensation pursuant to this Article are subject to audit.

#### **ARTICLE 27. EVENT OF DEFAULT**

- a) 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 on a timely basis.
  - ii. the Contractor has refused or failed, to supply enough properly skilled Staff Personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services, ten (10) business days after payment has been received by the Contractor from the County per the terms of Article 9;
  - 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 and the County has been prejudiced as a result;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable material grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, not less than 14 calendar days, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation 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 Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data which the County has paid for.

- d) It shall be an Event of Default if the County materially breaches any terms of this Agreement.

#### **ARTICLE 28. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

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

If an Event of Default on the part of the County occurs, Contractor shall provide County 30 days' notice and opportunity to cure.

#### **ARTICLE 29. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

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

The parties waive all claims for consequential damages against one another except as set forth herein.

If an Event of Default on the part of the County occurs, Contractor may slow or stop work under this Agreement without liability or penalty, and the County remains liable to Contractor for all payments required under this Agreement, including, without limitation, all lost profit on any portion of the Agreement which Contractor is prevented from performing, said lost profit determined by the average of the last three consecutive years of profits under the Agreement.

#### **ARTICLE 30. FORCE MAJEURE**

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of nature or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like.

**ARTICLE 31. LIQUIDATED DAMAGES**

In the event that the Contractor does not meet the contract required response and repair stipulated times and operational cost(s) are actually incurred by MDAD, Liquidated Damages may be assessed and applied to this Agreement, at the discretion of MDAD, to recover those cost. Contractor shall be liable to County for the lesser of the actual cost incurred by MDAD or the Liquidated Damages in this paragraph.

Liquidated Damages shall be assessed to the Contractor in accordance with the Liquidated Damages Table below, which shall be deducted from the invoice of the current month in which the Contractor's liability attaches, after providing Contractor detailed written notice and backup of the anticipated deduction. Notwithstanding anything herein to the contrary, Contractor shall only be liable for any such damages, including Liquidated Damages, if the subject door or doors did not open by any means (including manually) and if people or passengers were unable to pass through the opening and if MDAD is assessed monetary damages by the airline and if MDAD has paid such damages.

Doors subject to liquidated damages shall be limited to passenger loading bridge doors, international/domestic doors or bus station doors.

LIQUIDATED DAMAGES TABLE			
No.	DESCRIPTION OF VIOLATION	AMOUNT	DURATION
1.	Non-working Passenger Loading Bridge Door*	\$47	Per delayed minute
2.	Non-working International/Domestic Door*	\$1,000	Per delayed minute
3.	Failure to correct work deficiencies as determined by County Project Manager	\$200	Daily

- Non-working condition due to Contractor fault or lack of timely response to repair order, as per response times stipulated herein.

**ARTICLE 32. SOFTWARE LICENSE AGREEMENT**

- a) **All software required for the complete operation of the System as specified herein shall be licensed as set forth herein and shall be escrowed at the request of the County and at County's cost and expense. The parties shall mutually agree on the escrow agent and platform. All right, title, interest and ownership of all software related to this Agreement and the System shall belong exclusively to Contractor and not the County.** The source code in the escrow shall be the same version and revision of code that is being used under this Agreement for the System. Any upgrades done to the software by The Contractor will require an update of the escrow software.
- b) If any of the following conditions are met, the Owner shall be allowed to obtain the source code from the escrow for its continued use under the license herein, but at no

time will the County own any of the logic or code:

- I. The Contractor files for bankruptcy protection.

## **SOFTWARE LICENSE TERMS**

1. *The Contractor* hereby grants to the Owner, a perpetual, non-exclusive, revocable site license to use, Contractor's Licensed Software in only compiled object code solely for the purposes in this Agreement.
2. The Contractor shall require that its subcontractors and contractors also grant to the Contractor all applicable right, title and interest to relicense said software to Owner as set forth herein.

## **SCOPE OF LICENSE**

*The Owner shall only use the Site Licensed Software on the equipment configurations of Contractor*

## **ARTICLE 33. OWNER-FURNISHED DOCUMENTS**

### Owner Responsibilities:

Dash Door & Closer Service, Inc. (Dash Door) will receive from the County the latest drawings for the development of project design drawings and the update of current BMS systems graphics. Updates shall be provided to Dash Door on a yearly basis in Autocad .dwg file format. Dash Door will use these drawings only for the reasons stated above and agree not to distribute in any manner that is not authorized by MIA. All MIA documents are considered security sensitive information (SSI) material.

### Commissioning of projects:

Commissioning is a systematic process of to ensure that all building systems and equipment perform interactively according to the design intent and the Owner's operational needs. The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment startup, control system calibration, testing and balancing, performance testing, and training.

Commissioning shall:

- 1) Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and industry accepted minimum standards and that they receive adequate operational checkout by installing contractors.
- 2) Verify and document proper performance of equipment and systems.
- 3) Verify that O&M documentation left on site is complete.
- 4) Verify that the Owner's operating personnel are adequately trained.

The commissioning process does not take away from or reduce the responsibility of the system designers or installing contractors to provide a finished and fully functioning product.

## **ARTICLE 34. PATENT AND COPYRIGHT INDEMNIFICATION**

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

## **ARTICLE 35 WARRANTY**

### **Services and Replacement Parts**

Contractor warrants all original manufacturer equipment, including software, as free from defective materials, design and workmanship exclusive of any other manufacturer's warranties.

Any Dor-O-Matic equipment and installation services furnished/performed by Contractor under this contract shall be warranted for product, repairs and/or service against faulty labor and/or defective material for a minimum period of one (1) year for new replacement parts, and for ninety (90) days on repairs using refurbished parts or equipment, in those

cases where new parts are not available (ex. discontinued items). The warranty period for all products/services commences on the date of acceptance of the Work by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

All costs incidental to repair or replacement under this warranty agreement, including but not limited to any packaging and shipping costs, shall be borne exclusively by the Contractor.

The Contractor shall use new and not used or reconditioned deliverables where possible. Refurbished equipment should be clearly identified as such. Replacement of all parts/equipment shall be coordinated with the County's Project Manager.

Products shall be warranted in conformance with applicable laws. If any part or term of this Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Warranty did not contain the particular part or term held to be invalid.

### **Software**

The Software/Systems delivered hereunder shall be warranted to be free from defects and shall continue to meet the specifications described in this Contract for the entire warranty period from date of final acceptance by Owner. The Contractor or its subcontractors shall, without charge to Owner, correct any such defects and make such additions, modifications, or adjustments to the software/Systems as may be necessary to keep the System working error free, and in accordance with the Contract documents. The Contractor or its subcontractors shall ensure all problems are resolved within Two (2) days from receipt of written notification. Such notification shall be by notification and written work-order.

- A. Final Acceptance date on a project shall be determined after substantial completion and punch list items have been accomplished and the training and commissioning has been successfully completed and documented.
- B. The Contractor or its subcontractors warrants that the Trademarked Licensed Software shall not contain viruses or preprogrammed devices which will cause any software utilized by the Owner to be erased or become inoperable of processing accurately and in accordance with the warranties specified herein and the Scope of Work; and the Licensed Software and each module and function thereof shall be capable of operating fully and correctly on the combination of the Equipment and Software furnished by The Contractor or its subcontractors and infrastructure furnished by the Owner.
- C. Ownership of Licensed Software - The Contractor or its subcontractors warrants and represents that The Contractor or its subcontractors possesses all rights to and interest in the Trademarked Licensed Software, and all portions thereof, and has the right to grant to the Owner the affected site licenses, without violating any rights of any third party, and there are currently no actual or threatened suits by any such third parties based on an alleged violation of such Trademark rights by

The Contractor or its subcontractors. The Contractor or its subcontractors shall require that all Sub-Contractors of third party software hereunder furnish to the Owner the foregoing warranties of ownership with respect to the third party Trademarked software.

### **Correcting Defects Covered Under Warranty**

The vendor(s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within twenty four (24) hours after the County notifies the vendor(s) of such deficiency in writing.

If the vendor(s) fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor(s), in writing, that the vendor(s) may be debarred as a County vendor(s) and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within 10 calendar days of receipt of the notice.

If the vendor(s) fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor(s) in default of its contract, and/or (b) procure the products or services from another vendor and charge the vendor(s) for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

### **ARTICLE 36. INTELLECTUAL PROPERTY**

- a. Patents: Should patented articles, Trademarks, methods, materials apparatus, etc., be used in this work, The Contractor or its subcontractors shall acquire the right to use it. The Contractor or its subcontractors shall hold Miami Dade Aviation Department and his agents harmless for any delay, action, suit, or cost growing out of the patent or Trademarked rights for any device on this project.
- b. Copyrights: Should Trademarked copyrighted software be used in this work, the contractor shall acquire the right to use it. The Contractor shall hold Miami Dade Aviation Department and his agents harmless for any delay, action, suit, or cost growing out of the copyrights for any software on this project.
- c. All software, such as Programmable Logic Controller (PLC) software developed under payments by the owner, under this contract, shall be owned exclusively by Contractor and licensed to Owner as set forth above. For any PLC software that is trademarked, the contractor shall hold such software in an escrow agreement for the proprietary software as set forth above.
- d. The source code in the escrow account shall be the same version and revision of code, at all times, that is currently in use at MIA.
- e. If the contractor makes any change(s) to the software that relates to its use for this project, then the contractor shall update the copy of the software and documentation held in an escrow account with Iron Mountain. This update shall take place within 30 days of the released software change at no additional charge.

- f. If placed in escrow, MIA shall be allowed to obtain the source code, from the escrow account solely for the use as set forth herein in the event:  
The Contractor files for bankruptcy protection.

### **ARTICLE 37. CONFIDENTIALITY**

- a) All financial information, or documentation, in connection with the Services performed under this Agreement, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals. Nothing in this Agreement shall be considered a work-for-hire agreement and all inventions, discoveries, modifications, improvements and related works and software which Contractor develops and which may be used hereunder shall belong solely and exclusively to Contractor.
- b.) All work performed under contract is determined to fall under CFR parts 15 and 1520 as it pertains to security Sensitive Information (SSI). All financial information, documentation, obtained by one party (a "Receiving Party") from the other party (a "Disclosing Party") in connection with the Services performed under this Agreement or which the Disclosing Party holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Disclosing Party, be used by the Receiving Party or its employees, agents, subcontractors or suppliers for any purpose other than for the performance of this Agreement, unless required by law. In addition to the foregoing, all of the Disclosing Party's employee information and financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Receiving Party nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals. Nothing in this Agreement shall be considered a work-for-hire agreement and all inventions, discoveries, modifications, improvements and related works and software which Contractor develops and which may be used hereunder shall belong solely and exclusively to Contractor.
- c.) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.



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

### **ARTICLE 38. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

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

During the term of the contract, with the exception of any and all code, logic and software owned by Contractor, 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 (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

### **ARTICLE 39. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the

Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights. This paragraph does not include the Contractor's software.

- b) 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, hereinafter referred to as "Developed Works" shall remain the property of the Contractor.
- c) Accordingly, neither the County nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the County, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Contractor, except as required for the County's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, revocable license to use, duplicate, to use all such Licensed Software in complied object format and the associated specifications, technical data and other Documentation for the operations of the Miami Dade County Airport. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.
- e) The County agrees that during the duration of this Agreement and for 12 months after its termination, it shall not solicit or hire any employees or agents of Contractor.

#### **ARTICLE 40. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**

##### **a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- |  |   |
|--|---|
| 1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br>(Section 2-8.1 of the Code of Miami-Dade County)             | (Section 2-8.1.5 of the Code of Miami-Dade County)  |
| 2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br>(Section 2-8-1(d)(2) of the Code of Miami-Dade County)      | 3. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br>(Section 10.38 of the Code of Miami-Dade County)        |
| 1. <b>Miami-Dade Employment Drug-free Workplace Certification</b><br>(Section 2-8.1.2(b) of the Code of Miami-Dade County) | 4. <b>Miami-Dade County Vendor Obligation to County Affidavit</b><br>(Section 2-8.1 of the Code of Miami-Dade County) |
| 2. <b>Miami-Dade Disability and Nondiscrimination Affidavit</b>  | 5. <b>Miami-Dade County Code of Business Ethics Affidavit</b>   |

(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)

6. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article VIII, Section 11A-60 11A-67 of the County Code)
11. **Miami-Dade County E-Verify Affidavit**  
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**  
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**  
(Resolution R-919-18)
11. **Subcontracting Practices**  
(Section 2-8.8 of the Code of Miami-Dade County)
12. **Subcontractor /Supplier Listing**  
(Section 2-8.1 of the Code of Miami Dade County )
13. **W-9 and 147c Letter**  
(as required by the Internal Revenue Service)

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

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

14. **FEIN Number or Social Security Number**

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. 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
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

15. **Office of the Inspector General**

(Section 2-1076 of the County Code)

16. **Small Business Enterprises**

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

17. **Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

## ARTICLE 41. INSPECTOR GENERAL REVIEWS

### Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the

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

#### **Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession,

custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

#### **ARTICLE 42. CERTIFICATION REQUIREMENTS**

- A. In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), Contractor or Subcontractor shall hold a valid Certificate of Competency or Florida State license for Low Voltage Specialty Electrical Contractor work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed.

If work for Low-Voltage or other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable local Certificate of Competency or Florida State license issued to the subcontractor(s) shall be provided.

- B. Contractor shall be certified by the American Association of Automatic Door Manufacturers, and shall provide a copy of their certificate to the Project Manager prior to beginning work at MIA. The website for the American Association of Automatic Door Manufacturers for additional information is <http://www.aaadm.com/>
- C. In accordance with the Code of Miami-Dade County, Florida 10-3(B), vendors shall submit a valid Certificate for Glass and Glazing Contractor License.

#### **ARTICLE 43. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and 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 (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."

- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) 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.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution 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 "h" through "m" 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), permit(s), etc. 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 44. NONDISCRIMINATION**

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

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void

if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 45. 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 grant 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 County's 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 46. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the 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 product or service provided by the Contractor or such parties has been approved or endorsed by the County.

#### **ARTICLE 47. BANKRUPTCY**

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

#### **ARTICLE 48. 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 Miami-Dade County.

#### **ARTICLE 49. FIRST SOURCE HIRING REFERRAL PROGRAM**

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

#### **ARTICLE 50. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**



The Contractor shall comply with the Public Records Laws of the State of Florida, 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, F.S., 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](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128**

#### **ARTICLE 51. SURVIVAL**

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

#### **ARTICLE 52. PUBLIC ENTITY CRIMES**

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following: Pursuant to Section 287.11(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### **ARTICLE 53. CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

#### **ARTICLE 54. OTHER VENDORS**

Upon Default and notice to cure as set forth herein, the County reserves the right to have any task(s) assigned to the Contractor under this Contract performed by outside vendors or consultants, in the event the work cannot be accomplished or completed on schedule by the contractor. Such assignment shall not relieve the Contractor nor the County of its obligations and responsibilities under this Agreement. In the event the County incurs any expenses because the work was not completed as per contract requirements by the contractor under this contract the expenses will be noted and deducted from vendors invoice. Contractor shall not be liable for any warranty, damages including liquidated damages, indemnity, defense and hold harmless obligations for any work or materials of any replacement or substitute contractors hired by the County.

#### **ARTICLE 55. COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). Automatic door maintenance and repair services must conform to all applicable standards and codes including American National Standard for Power Operated Pedestrian Doors/Builders Hardware Manufacturers Association A156.10 and ANSI A156.19-1984 American National Standard for Power Assist and Low Power Operated Doors. For further information you may visit the following website: <http://www.access-board.gov/adaag/referenced-standards.htm>

#### **ARTICLE 56. DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

The Contractor shall promptly correct all apparent and latent deficiencies and defects in the work performed that fails to conform to the contract documents regardless of project completion status.

All corrections shall be made within seventy-two (72) hours after such rejected defects, deficiencies, and/or non-conformances are reported to the Contractor by the County's project administrator in writing. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice.

If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent Contractor for these costs; either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

#### **ARTICLE 57 ACCIDENT PREVENTION AND REGULATIONS**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort.

Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the vendor or an authorized representative of the County.

#### **ARTICLE 58. LICENSES.**

Contractor shall obtain and pay for all licenses required for this scope; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

Damages, penalties and or fines imposed on the County or the Contractor for failure to obtain required licenses shall be borne by the Contractor.

#### **ARTICLE 59. SPECIAL REQUIREMENTS FOR SERVICES AT MDAD**

##### **A. SECURITY PROCEDURES**

Contractor or subcontractors requiring access within the Security Identification Display Area (SIDA), Secured, Sterile, Airside Operations Area (AOA) and Customs and Boarder Protection (CBP) areas are required to obtain Miami Dade Aviation Department (MDAD) and (CBP) identification badges to be worn at all times while within these areas. A security threat assessment is required at no fee, the applicant information will be provided to the Transportation Security Administration (TSA) by MDAD for approval before an applicant can be issued the ID

Contractor shall apply for identification badges once the contract is awarded through MDAD Security Operations Division (305) 876-7188. Contact the CBP access program directly for applications for CBP badges at (786) 265-5715.

Approval for the issuance of MDAD ID badges will not be granted until the Contractor complies with all MDAD, TSA, and CBP requirements. The Contractor must ensure that there are sufficient badges available for the employees at all times to perform the required maintenance. Failure to comply may result in immediate termination of this contract.

##### **B. IDENTIFICATION OF VEHICLE(S)**

Contractor shall obtain a Contractor Ramp Permit authorizing entrance into the Terminal Airside Area through the MDAD guard gates for the term of the contract. All vehicles used for this contract by the vendor or the vendors employees shall be identified on both doors of the vehicle with at least the companies name, phone number and contractor's license number. Vehicles delivering materials to the job site shall pick up a temporary pass at the guard gate and shall surrender same upon leaving the Terminal Airside Area. All parking charges incurred while at the airport are the responsibility of the Contractor. There will not be any reimbursement of parking fees or tolls.

**ARTICLE 60. ADDITION / DELETION OF EQUIPMENT and/or FACILITIES**

Although this contract identifies specific equipment to be serviced, it is hereby agreed and understood that there may be similar items and/or additional equipment, units and facilities that must be purchased, repaired and/ or maintained by the County during the term of this contract.

Contractor shall revise door list on a monthly basis to reflect additions or deletions of doors to/from the maintenance / PM inspection list. This list shall represent the doors to be included and applied for billing at the monthly per door leaf rates derived from Appendix B. Monthly invoices for Preventative Maintenance Services shall reflect doors which are added or deleted each month in the door list submitted. All additions and deletions shall be provided in writing each month with invoice package.

Contractor may be invited to submit price quotes for the additional equipment, and/or any other services or facilities if required. Under these circumstances, a County representative will contact the Contractor to obtain a price quotation. If the quote is determined by the County to be fair and reasonable, award the items will be made. Award of the new service shall be confirmed through the issuance of an addendum to the contract award sheet, and either a change order to the release purchase order or a new release purchase order. The County reserves the right to award these similar items, additional equipment, units and/or facilities to the Contractor, or to another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

For any new equipment service, the Contractor does not have an exclusive right to the additional work, the County may, in its best interest; award the additional work through a separate solicitation.

It is also hereby agreed and understood that any County department or agency may delete services for any equipment when such service is no longer required during the contract period. The County shall submit to the Contractor written notice if this is to occur. Contractor shall in turn submit a price quote for a reduction in contract price for services due to the deletion of equipment, within five days after receipt of such reduction in equipment or facility.

**ARTICLE 61. SUPPLEMENTAL GENERAL CONDITION**

Contractor is hereby advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) applies to this contract.

Contractor is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the department issuing the specifications for this bid.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information
3. Liability for Unpaid Wages; Liquidated Damages; Withholding

4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

- A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.
- B. "Applicable department" means the County department(s) using the service contract.
- C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.
- D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Living Wage Ordinance and this Administrative Order.
- E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.
- F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. "County" means the government of Miami-Dade County or the Public Health Trust.
- H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
  - (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

- (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
- (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the Covered Services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
  - (i) food preparation and/or distribution;
  - (ii) security services;
  - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
  - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
  - (v) transportation and parking services including airport and seaport services;
  - (vi) printing and reproduction services; and,
  - (vii) landscaping, lawn and/or agricultural services.
- (2) Services provided to Miami-Dade County Aviation facilities:  
Any service that is provided by a GASP Permittee to a Miami Dade County Aviation Department Facility or any other service Contractor that provides any of the following services to a Miami-Dade County.

Aviation Department facility is a covered service without reference to any contract value.

- (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
- (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of

the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip related porter assistance services, including curbside check-in;

- (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
- (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
- (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
- (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
- (vii) Janitorial Services;
- (viii) Delayed Baggage Services;
- (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
- (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

- K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. "Living Wage" means the minimum hourly pay rate with or without health benefits as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.
- M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications

submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

- N. "Project Manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

## 2. MINIMUM WAGES AND POSTING OF INFORMATION

- A. All covered employees providing covered services shall be paid a living wage of no less than \$12.24 per hour or \$10.69 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable when also paying qualifying health benefits, such health benefits shall consist of at least \$1.55 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.
- B. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- C. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.

Any complaints of underpayment must be filed in writing with the Director of the Department of Small Business Development, 111 Northwest First Street, 19th Floor, Miami, FL 33128-1844, (305) 375-3111.

- E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

## 3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING



- A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to \$500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.
- B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Small Business Development (SBD) for depository into the SBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.
- C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".
- D. In addition to the payment of penalties and back wages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

#### 4. PAYROLL; RECORDS; REPORTING

- A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years.

The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.
- B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the

specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

- C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

## 5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision. Subcontractors must also conform to the same security restrictions as posed for the awarded vendors.

## 6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing.

Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

- (1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
  - (2) The penalties assessed;
  - (3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
  - (4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing.
- The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.
- F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.

- G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

#### **ARTICLE 62. TERMINAL BUILDING LEASE AGREEMENT**

The County shall provide an extension of the existing lease agreement (X-11021) with the Contractor for the term of this Agreement. Such office/warehouse space shall be required at MIA Terminal for the sole purpose of the Contractor to conduct operations for the Agreement. The space shall be of the same size or greater and with the same amenities, access, and utilities as currently provided.

#### **ARTICLE 63. MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP**

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

#### **ARTICLE 56 FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS**

Compliance with Nondiscrimination Requirements:

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor

will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Attachment B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

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

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
  - viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
  - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)
- a) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

b) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk of the Board



# **Appendix A**

## **Scope of Services**

## Scope of Services

The scope of services for this contract covers but not limited to preventative maintenance, -call technical support services, and additional services, for automated and manual-security doors and related equipment located at the Miami International Airport; and for repairs as needed for other County Departments. The number of doors to be serviced may fluctuate throughout the contract term based on the addition or deletion of doors and/or facilities, as determined by the monthly door list submitted and in accordance with this Agreement.

**For doors at MIA, Contractor shall provide and be solely responsible for the following services under this contract:**

- a) Preventative Maintenance Services
- b) Repairs and/or Replacement of parts and equipment
- c) On-Call Technical Support
- d) Emergency Repairs
- e) Additional Services

### SERVICE SUMMARY FOR MIA:

SERVICE	SERVICE FREQUENCY		
	949 Door Leaves	0 Door Leaves	614 Door Leaves
	<b>LOCATION:</b> Store Front, Jetway, Bus Station, Security, Check Point, Vestibule	<b>LOCATION:</b> Terminal, Concourse, Skybridge, Satellite, Customs	<b>LOCATION:</b> Terminal, Concourse, Sky Bridge, Satellite, Customs
Preventative Maintenance	Weekly	Biweekly	Monthly
Emergency Services	As-required	As-required	As-required
Repairs	As-required	As-required	As-required
Replacement of Parts and Equipment	As-required	As-required	As-required
Additional Services	As-required	As-required	As-required

### OVERVIEW

- a) All regular preventative maintenance and repair work shall be scheduled Monday through Friday, between the hours of 8:00 a.m. through 5:00 p.m.
- d) Miami International Airport is a 24/7 facility. Contractor shall provide 24 hour, 7 day per week, on-line and on-site emergency service on an as-needed basis, and provide all parts, equipment and materials necessary to make emergency or scheduled repairs as needed.
- e) Standard Response Time for MDAD: within 1 hour after being notified by the County.
- f) Emergency Response Time for MDAD between Contractor's business hours of 8:00 a.m.

through 5:00 p.m. is thirty (30) minutes. The Contractor shall have trained technicians on-site to provide emergency service to MDAD within thirty (30) minutes of notification by the County.

- g) Emergency Response Time for MDAD after 5:00 p.m. Mondays – Friday, and on the weekends and holidays is one (1) hour. MDAD routine, non-emergency service calls, as determined by the County, will be incorporated into the next scheduled preventative maintenance.
- b) Major repairs and shutdowns shall be coordinated with and approved in advance by the appropriate Project Manager.
- h) Precautions shall be exercised at all times for the protection of persons and property. Contractor performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.
- i) Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.
- j) All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner.
- k) Standard Response Time for Other County Departments is within 1 hour after being notified by the County.
- l) Emergency Response Time for Other County Departments besides MDAD is one (1) hour.
- m) Standard Response Time for other County Departments besides MDAD is within 24 hours of notification by the County.

#### 1) **PREVENTATIVE MAINTENANCE (PM)**

A consistent and detailed Preventative Maintenance (PM) Service Program is integral in maintaining the optimal functionality of automated doors. Contractor will use all reasonable care to maintain the doors and related components in proper and safe operating condition. All automated doors and related equipment shall be regularly checked, maintained and repaired in order to ensure the highest possible efficiency and functionality.

The Contractor, Dash Door and Closer Service, Inc. shall be solely responsible for the proper maintenance and functioning of all equipment covered by this contract, including mechanical, electro-mechanic, hydraulic, and pneumatic automated doors and all Dash PLC security doors. The doors are of various types, including swing, sliding and folding doors, and are made of various materials including “Herculite” all-glass doors, aluminum and glass storefront type (AL/GL), stainless steel and hollow metal.

Each PM inspection will be in accordance with the specific automated door or related component standards, and unless otherwise stated herein, will include, but shall not be limited to the following:

- Inspections of the automatic doors and related components including adjustments of the closer units and electronic systems:

- i. Weekly inspection of 949 door leaves.
  - ii. Bi-weekly inspection of 0 door leaves
  - iii. Monthly inspection of 614 door leaves,
- Preventative maintenance shall be performed weekly, bi-weekly, or monthly on the following components:

Hydraulics: Such as but not limited to: pumps, door operators, piping, etc.

Electrical: Such as but not limited to: mats, electronic control modules, control boxes and all secondary circuits

Programmable controllers: Such as but not limited to: power open, power closed, DASH PLC Programmable logic controllers and assemblies.

The service frequency of door leaves is established based upon their location and amount of use. A comprehensive description of the function and location of door leaves to be inspected can be found in Appendix "E". A complete listing of all doors to be maintained under this contract is attached as "Appendix E".

All maintenance is to be performed in accordance with the highest professional standards of the industry. At the conclusion of all maintenance visits, all doors must be fully operational. Work site shall be kept clean and free of debris at all times for safety reasons.

#### **Preventative Maintenance Task list**

Preventative Maintenance Services shall include but not be limited to the following checks as itemized in the PM Service Task list Table below. These checks are a part of the regular preventative maintenance and should be performed at each PM visit. There shall be no additional charge for performing any of these tasks.

Contractor shall indicate the status of the equipment on the Contractor PM checklist. Any task necessitating repair or replacement of parts or equipment shall be coordinated with the Project Manager, and will be reimbursed as stated in Section 4, Parts, herein.

#### **PM SERVICE TASKLIST**

##### *Automatic & Security Door Components*

<i>Activation</i>	<i>Check:</i> <i>Activating Floor Mats</i> <i>Microwave Motion Detector</i> <i>Remove activation, RF transmitter, Push Button</i> <i>Card Reader Access Control, Electronic Key Pad or Key Swipe</i>
<i>Safety Devices</i>	<i>Check:</i> <i>Safety Floor Mats</i> <i>Infrared Presence Sensor, Threshold Beam, Bodyguard</i> <i>Guide Rails Safety Beam</i>

Door Decals	Check: Arrow Sign Do Not Enter Sign Caution Automatic Door Sign
Guide Rail	Check and document Rails Condition
Threshold	Check Threshold and Molding
DASH PLC Controller	Check: Software, Label and Listing Menu Memory Flash Card or EEPROM Back Up Security Level Type RCM Card Reader Access Control Fire Release AM & Yellow Security (J) CM
Hydraulic System	Check: Hydraulic Fluid Level ON-OFF Pressure Switch Abnormal Temperature Abnormal Noise Filter and Cleaning Hydraulic Fluid Leakage
Finger Guard Protection	Check and document Rubber strip condition
Operational Parameters	Check: Open Speed Back Check Speed Closing Speed Latching Speed  Automatic Reversing
Automatic door operation review out procedure (in addition to AAADM standard checklist):	
1.	Walk toward the door at a normal pace
2.	Door should open when you are about 4 feet from the door
3.	Walk into the swing door area and stop for 10 Second. Door should not contact you
4.	Move clear of the area
5.	Door should remain open for 1.5 Seconds minimum and should close slowly and smoothly
6.	Inspect the floor area. It should be clean with no loose parts that might cause user to trip or fall
7.	Keep traffic path clear
8.	Inspect door overall condition
9.	Do not leave door in operation if any safety or activation device is not working properly
10.	Contact MIA Maintenance and the Operations Control Room (OCR), if door is

located within the Security Area, and let them know of the door malfunction

## 2) **PARTS**

System components found to be failing are to be removed and replaced, taking into consideration the warranty provisions of this contract, and must be coordinated with the Project Manager. In the event that a part or equipment is not covered under Warranty, Contractor will provide parts and will be reimbursed by the County **in accordance with the prices on the Parts List in "Appendix D"**.

Contractor shall keep an inventory of the following recommended spare parts for immediate availability for use for repairs under this contract, if necessary. Such equipment may include, but is not limited to:

QUANTITY	DASH / DOR-O-MATIC EQUIPMENT
6	1605 Plain
6	1605 Arrow
6	1605 Do Not Enter
6	1659 Plain
6	1659 Arrow
6	1659 Do Not Enter
12	6683-901 Floor Operator
12	6683-902 Floor Operator
12	6683-911 Overhead Operator
12	6683-912 Overhead Operator
6	642 Hydraulic Cylinder
6	848 Hydraulic Cylinder
6	800A Valve 24V AC
2	1910 440 V AC Power Unit
2	1910 220 V AC Power Unit
2	1910 120 V AC Power Unit
2	1930 440 V AC Power Unit
2	1920 440V AC Power Unit
6	Parker 3000PSI Accumulator
3	6610 2 SEC Control Module
<b>LOCKNETICS EQUIPMENT</b>	
2	M490 Magnetic Lock
2	628 Key Switch
1	GF 3000 Shear Lock
1	510 Power Supply
6	405 BPS Power Bolt
<b>DASH PLC – LEGACY COMPONENTS</b>	
2	C28K CDR A Control Panel
2	CJ1M Control Panel

	<b>MISCELLANEOUS</b>
1	LCN Door Closers
1	Finger Guards
1	Door Arm
1	Concealed Floor Pivot
1	Concealed Walking Beam Pivot
1	Fuse 2,2.5,4,5,10 AMP Slow Blow

Contractor should also be well versed in rebuilding, repairing, and have the capability to provide replacement parts for the following equipment: Dor-O-Matic automatic swing operators, "DASH PLC" Programmable Logic Controller (PLC) assemblies, automatic doors, and LCN Astro-Swing automatic electromechanical operators. This list of manufacturers and equipment is not intended to be exhaustive, and represents some of the more common elements of doors and related equipment in use at MIA.

In all cases Contractor shall coordinate replacement of defective components with the County's Project Manager or designee. Replacement parts shall be equal to or better in quality than the replaced item. Any part that is required, and not specifically listed in Appendix D, shall be quoted at 25% discount from manufacturer list price. All such items shall be presented as a quotation for MDAD approval prior to installation.

### 3) **REPAIR SERVICE**

The work to be performed under this contract includes preventative maintenance services, repairs and/or replacement of parts and equipment, if necessary, after consideration of warranty requirements. All repairs and replacement of parts and equipment must be coordinated with the Project Manager prior to any replacement parts being ordered, and/or or any repair/replacement work being performed. Further, this contract allows for emergency services and the provision of any additional services as needed.

- A. Regular MDAD service calls, not deemed an emergency by the County, shall be responded to within twenty-four (24) hours of notification to the Contractor. Pricing for regular service(s) will apply as stipulated in Appendices B and D.
- B. Contractor shall run diagnostics and troubleshooting of all system components to determine if repairs are necessary.
- C. Contractor shall perform repairs in accordance with accepted commercial practices, using parts and tools specified by the using parts and tools specified by the door or hardware manufacturer.
- D. Emergency Service calls performed after regular hours shall require the Contractor report their arrival and departure from the County facility to the Project Manager and/or his designee. Contractor must log the times of arrival and departure, as well as provide a reason for the service visit.
- E. All repairs which will require additional costs must be approved by the County prior to their performance if a work order has not been issued prior. This includes the ordering of parts, materials and labor.
- F. Contractor shall rebuild, repair and install any necessary hydraulic door operators and /or equivalent units.
- G. Contractor shall return to the County project manager upon request all the replaced parts and related components.
- H. Contractor shall keep downtime to a minimum during repairs. Contractor shall notify the County's Project Manager or designee of any projected downtime and estimated time for repairs.
- I. **Safety and Protection:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services. The Contractor shall take all necessary precautions for safety of and shall provide the necessary protection to prevent injury to all personnel on the work site and other persons including but not limited to, the general public who may be affected thereby.
- J. **Cleaning of Location(s):** Contractor, at its expense, shall remove or cause to be removed from its Location(s) provided by the County and properly dispose of in MDAD provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations



hereunder. If the Contractor enters into agreements for the janitorial and trash removal service within MIA, such service providers must have permits issued by MDAD to do business at MIA. Trash shall not be stored in any area visible to the public nor cause a private or public hazard through its means of storage. All edible items must be contained so as to minimize exposure to pests. If the respective locations are not properly maintained and kept clean, in the opinion of the Department, Contractor will be so advised and shall take immediate corrective action, within twenty-four (24) hours upon written or verbal notice from MDAD.

- K. **Repair of Damages:** Contractor shall repair all damages to the Locations caused by Contractor, its employees, agents, independent contractors or patrons. The Department may, at its option, choose to do the work with its own forces or by contract or to require Contractor to perform or contract the work.
- L. **Garbage and Trash Disposal:** Contractor shall remove from the Locations all garbage, trash and refuse of any nature whatsoever which might accumulate and arise from any operations or performance of Services. Such garbage, trash refuse shall be stored and disposed of only in the manner approved by the Department.

#### 4) **REPORTS**

Reports, equipment and data control information must be periodically supplied to the Project Manager for review, and will become the property of the County. The following deliverables are required from the Contractor under this contract:

Within 30 days after the date of execution of this contract:

- i. Master Drawings or listing of existing MDAD Control rooms, location of automatic doors and related equipment..
- ii. A schematic listing of MDAD's Hydraulic Pump Room Locations
- iii. A copy of the Contractor's PM inspection checklists to used for preventative maintenance services. These checklists shall include all phases of inspection to assure that requirements of this contract will be uniformly applied for all automatic doors and related equipment
- iv. Identification of all materials, parts and components of existing MDAD Automatic Door System. Identification is maintained by part number, serial number or other appropriate means either on the item or on the records that are traceable to the item as required through fabrication or construction of the item. This identification list will be used for the purpose of maintaining the tracking of any applicable warranty.
- v. A copy of warranty log developed based on item (v) above.

Following each preventative maintenance service

- i. The Contractor shall keep a written report of repair actions taken or recommended. Following each repair and/or inspection, the report shall list all scheduled maintenance, non-scheduled repairs, identification of any materials replaced or recommended for replacement, any replacement parts used, the date the work was performed, and the service technician responsible for performing the work.

Monthly

- i. PM service reports shall be submitted on a monthly basis to MDAD along with the monthly invoice, or whenever requested otherwise by MDAD, to evaluate billings and the maintenance performance.
- ii. Contractor shall provide to MDAD as built drawings. These drawings shall be submitted in CADD format showing pump room locations, each pump, control panels, and circuit numbers servicing equipment. Circuit breakers locations are to be provided with specified room numbers. Updated drawings shall be provided for any addition/deletion of automatic doors. This deliverable shall be contingent upon CADD drawings showing sufficient detail of the same being provided by County and/or MDAD at start of contract, for use by Contractor in showing the incremental revisions.

**5) CHECK CHARTS/LOGS**

Vendor(s) shall keep a database log (individual record per door location) of each door and/or related component. The log shall list all scheduled maintenance, non-scheduled maintenance, repairs, replacement parts, date work was performed and the mechanic who performed the work.

Contractor shall maintain access to this report on the job site, and have it available for inspection at all times, a check chart and service ticket indicating the service performed on the most recent visit, and the date of the visit. Copies of check charts shall be attached to the monthly invoice for services.

**6) WORKING HOURS**

All regular maintenance shall be conducted during the following working days /hours: Monday through Friday 8:00 a.m. to 5:00 p.m. Any work completed outside of the indicated working hours must have either been a declared emergency or pre-approved by the user departments.

**7) SERVICE RATES**

The applicable service rates listed in Appendice B, Price Schedule, shall be deemed to provide full compensation to Contractor for labor, equipment use, and any other element of cost or price.

**8) EMERGENCY SERVICES/ADDITIONAL REPAIRS & SERVICES**

Vendor(s) shall provide twenty-four (24) hours, 7 days a week emergency service/ additional repairs to the County under the contract. Emergency services/ additional repairs under this contract shall be any unforeseen, unanticipated work not listed under the routine preventive maintenance/repair service described herein. Emergency/additional work will be paid at the regular contract hourly rates when

performed Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m., including County observed holidays; and at the rates listed in Appendix B when performed at any other time, including County observed holidays. Emergency service response time shall be within thirty (30) minutes after notification by the County.

Contractor may be required to provide additional services to include but not limited to addition of equipment and/or facilities, replacement of existing mechanisms, and enhancements or upgrades. Upon the request of MDAD, Contractor shall provide a written quotation inclusive of all labor, materials and schedule of completion for any additional service requested. Such labor, materials and services may from time to time be of scope and require material/parts which are outside of the pre-negotiated items noted in this agreement. Such items and services shall be quoted on a line-item basis for review and approval prior to commencement of work.

**The County reserves the right to negotiate price quotes. The County may determine to obtain price quotes for the additional facilities/services from other vendors in the event that fair and reasonable pricing is not obtained from the current Contractor, or for other reason at the County's discretion.**

Contractor shall provide the County with the following Technical support services. The subject matter of support services in clauses (a), (b) and (c) below is for help with operation or problems and any software or program errors related to the system.

**a. Telephone/Email Support**

Queries for specific technical problems and failures are possible at any time. For the term of this Agreement, Contractor shall provide telephone/email support to MDAD representative, as needed on an unlimited basis, at no additional cost to the County.

Telephone/Email support shall be available during normal business hours of 8:00 am to 5:00pm EST, Monday through Friday, excluding US Federal Government holidays. Non-business hours support shall be responded to the next business day, unless the Contractor's emergency contact information is utilized to respond as an emergency service call, in which case, the emergency response time applies

**b. Software Support**

Response time shall be one (1) hour after Contractor is contacted by the County.

Software Support shall be available during normal business hours of 8:00 am to 5:00pm EST, Monday through Friday, excluding holidays. Software support services provided during Contractor's regular business hours will be billed at no additional charge to the County.

Non-business hours support shall be billed at the emergency services rate as specified in Appendix B.

**c. On-Site Technical Service & Support**

A technician trained to analyze system operation shall be available onsite at all times to provide on-site technical support, and to be available to localize the cause of trouble to a particular system or subsystem within thirty (30) minutes of a service call.

On-site technician shall be equipped with test equipment, tools, spare parts, all equipment and material so that any physical part necessitating repair or replacement can be repaired on-site to restore the doors to its proper operating condition. Technician shall provide County Project Manager or designee with all replaced parts, along with a field failure analysis report.

On-Site Technical Support shall be available during normal business hours of 8:00 am to 5:00pm EST, Monday through Friday, excluding US Federal Government holidays.

**d. Shut-Down Administration**

On site personnel and dedicated Contractor email address for the purpose of review and approval of shut-down requests by other contractor parties at MIA. Contractor serves in this capacity as a value-add service to MDAD to ensure redundancy in review of security aspects of any shut-down requests of Contractor equipment by other parties.

**e. UPS Backup and Dash PLC PM Inspections**

Contractor shall provide regularly scheduled and documented PM inspections of all UPS backup battery and Dash PLC locations for the purpose of ensuring review and compliance with all MDAD sequence of operation requirements. These inspections shall be provided at no additional fee so long as MDAD continues to schedule with facility-wide annual battery backup / power shut-down exercises.

**f. MIA Infrastructure and Security Knowledge-Base**

Contractor shall continue to provide at no additional charge, consulting services related to the following:

- Physical Security
- MIA Historical Infrastructure
- Custom door/security Solutions / Product Development
- Capital Improvement Planning / Analysis
- Construction Project planning in conjunction with Owner selected architects / design teams

**9) SOFTWARE UPDATES**

Contractor shall make available to the County, all engineering changes and updates or enhancements to the software released during the term of the contract. Such updates and enhancements shall be deemed part of the Software for the purposes of this

Agreement. For all such changes, equipment updates and enhancements, Contractor shall provide to the County any revised documentation as deemed necessary by the County.

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

## 10) **TESTING AND INSPECTION**

The County reserves the right to inspect and verify the services performed under this contract using an independent Contractor, or County staff.

In support of validation of the services performed under this contract, Contractor shall perform the following close-out functions after each service:

AT MIA:

- a) Check/Log Sheet must be displayed in the pump room, indicating date of service, technician performing service, labor category, service performed. Alternatively, a pump PM log shall be provided in order to aggregate the data for all locations in a single report.
- b) Designated Manager-on-Duty must sign off on all emergency work performed in the absence of an issued work order.
- c) A variance report must be sent electronically to the Project Manager following each service visit. This report must indicate the routine preventative maintenance services performed and the other services outside of regular PM that were performed during the service visit. This report should also list the recommended repairs as determined by the technician. This report may be submitted with monthly invoice packages. Recommended emergency repairs shall be brought to the attention of the Project Manager prior to the monthly report.

For all Departments:

- a) Inspection logs must be provided by the Contractor if an inspection / preventative maintenance agreement has been contracted.

## **Appendix B Price Schedule**

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