

ISSUING DEPARTMENT INPUT DOCUMENT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. RFP-00426

Contract
 Re-Bid
 Other –

LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: EVN0001500
 TERM OF CONTRACT 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Medical Transportation Services

Description:
 Miami-Dade County Fire Rescue Department (MDFR), is soliciting proposals from qualified firms to provide medical transportation services (Ambulance Services) for various County Departments on an as needed basis.

Issuing Department: Miami Dade Fire Resc
 Contact Person: Coleen Christie
 Phone: 3755765

Estimate Cost/Value:
 GENERAL FEDERAL OTHER
 Funding Source: X

ANALYSIS

Commodity Codes:	<u>99037</u>	<u>94812</u>	<u>92939</u>	<u>94855</u>	<u>94874</u>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u>Randle-Eastern Ambulance</u>	<u>Same</u>	<u>Same</u>		
Small Business Enterprise:	<u> </u>	<u> </u>	<u> </u>		
Contract Value:	<u>\$6,624,000</u>	<u> </u>	<u> </u>		

Comments:

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Basis of Recommendation:

Signed: <u> </u>	Date sent to SBD: <u> </u>
	Date returned to SPD: <u> </u>

MARKET RESEARCH

Contract No.: RFP-00426	Recommendation:
Title: Medical Transportation Services	<input type="checkbox"/> Exercise Option to Renew (OTR)
Procurement Contracting Officer: Coleen Christie	<input type="checkbox"/> Non-Competitive Acquisition
	<input checked="" type="checkbox"/> Solicit Competition
	<input type="checkbox"/> Access Contract
	<input type="checkbox"/> Other

Background:

Miami-Dade County, as represented by the Miami-Dade County Fire Rescue Department (MDFR) provides medical transportation (ambulance) services to the County and its surrounding municipalities. Services are provided twenty-four (24) hours per day, seven (7) days a week. The ambulance services supplement the services currently provided by the County, Municipal Police and Fire Rescue Agencies. The County, Municipal Police and Fire Rescue Agencies are the first respondents to the scene and request the services of contractors in the event Ambulance Services are needed at the Basic Life Support Level. These services are currently supplied under Contract No. RFP-00426A, awarded to Randle-Eastern Ambulance Service, Inc. d/b/a American Medical Response and Contract No. RFP-00426B awarded to MCT Express, Inc. d/b/a Miami Dade Ambulance Service. Authority to award the contracts was granted via Resolution No. R-133-19 which was passed and adopted by the Board of County Commission on February 5, 2019. The contract commenced on April 19, 2019, with a term of five (5) years, expiring on March 31, 2024, with no option-to-renew periods, in an amount not-to-exceed \$6,624,000.00. There were no modifications or supplemental agreements issued under the current contract.

Replacement Contract:

The replacement Contract will have a five-year term with no option-to-renew periods and a not-to-exceed amount of \$3,075,000. The allocation from each Department is as follows:

Department	Allocation
Corrections & Rehabilitation (MDCR)	\$ 2,500,000
Emergency Management (DEM)	\$ 500,000
Police (MDPD)	\$ 75,000
MDFR	No Fees Paid by the County
Total	\$ 3,075,000

The total allocation for the replacement contract is less than the current contract due to a change in the fee structure of the contract. Response Fees will no longer be paid by MDFR, DEM or MDCR. Of note, MDFR will no longer pay a Transport Fee, all fees for requests from MDFR will be billed to a third party or the patients.

Research Conducted:

Market research was conducted by contacting other municipalities, utilizing GovWin, BidSync, Google, and NIGP to locate similar contracts for comparison. The review of the contracts listed below concluded that the scope of services and licensure requirement are specific to geographic locations. Further, market research also evidenced that although the services were similar, the solicitations reviewed requested additional or varied services. Another significant difference was that of the payment structure in the contracts reviewed. Due to the specific requirements of the County's scope of services, accessing the services from another contract would not be a viable option, neither would it be in the best interest of the County. Market research was also conducted to verify that the minimum requirement listed in the replacement solicitation was valid and appropriate for the services requested. Prospective Proposers are required to possess a Miami-Dade County Certificate of Public Convenience and Necessity for Public Entity Ambulance Operation, and a State of Florida, Bureau of Emergency Medical Services Advanced Life Support (ALS) license. This licensure requirement,

specific to a State, was standard across the contracts reviewed. A review of both the Miami Dade County website and the Florida Department of Health confirmed the validity of the minimum requirements.

Comparable Contracts:

City of Orlando, Florida through RFP No. 12-0284/JW awarded a contract to Rural/Metro Corporation of Florida to provide emergency ambulance services in response to all requests issued through the City's 9-1-1 Communications Center. This contract commenced on July 26, 2012, with an initial five (5) year operating term and extension of two (2) additional three (3) year periods. This contract provides services for emergency ambulance services dispatched from 9-1-1. This contract would not be suitable for Miami-Dade County as the scope of services provides for non-emergency ambulance services.

State of Alabama Mental Health Services, Alabama issued RFB 06119000000993 for a vendor to provide ambulance service/medical transportation to various Mental Health Facilities in the Tuscaloosa area. The contract shall be for a period of three years with an option to issue a second and third (12 month) contract. Although this solicitation included both emergency and non-emergency ambulance services, because of the geographic location and the response time for non-emergency calls, this contract does not meet the needs of Miami-Dade County.

City of Edmond, Oklahoma issued RFP23-012; Ambulance Service Provider, seeks proposals from qualified and professional ALS Ambulance transport service companies to operate, maintain and administer the City of Edmond ALS Ambulance transport services. This involves providing management staff, administrative staff, paramedics, EMT-Basics, dispatchers, and all equipment and supplies. Although this solicitation included both emergency and non-emergency ambulance services, because of the geographic location, the fees charged for liquidated damages, and rate of reliability, the solicitation does not meet the needs of Miami-Dade County.

Palm Beach County, Florida. Research did not find a contract or solicitation for ambulance services for the County, or a municipality located in Palm Beach County. Research indicates that as part of emergency management operations, the EMS/Health & Medical Section of Emergency Management is primarily responsible for the issuance of County Certificates of Public Convenience and Necessity (COPCN) EMS providers and enforcing the Palm Beach County EMS Ordinance (#2010-056). A telephone interview with a non-emergency ambulance service provider licensed in Palm Beach County revealed that the County issues Certificate of Public Convenience and Necessity (COPCN) to companies providing non-emergency medical transportation. Once the providers have met all licensure requirements in the County, the providers sign up with a broker to receive service calls. The brokers are affiliated with third party insurance companies, Medicaid etc., and receive requests for services directly from these partners.

The following websites were searched for similar contracts: Broward County, City of Fort Lauderdale, City of Miami Beach, and City of Jacksonville, no similar contracts/RFPs were found.

Recommendation:

Research results concluded that although there are other medical transportation service contracts being utilized by other governmental agencies, there were significant differences in the scope of services solicited. The complexity of the structure of the County as well as the size of the operation was also a significant difference in other comparable contracts. Based on the aforementioned findings, it is recommended that it is in the County's best interest to pursue the competitive solicitation process to establish a contract for medical transportation services.

Procurement Contracting Officer: —Coleen Christie—

Date: 09/1/2023

Procurement Contracting Manager: *Pearl Bethel*

Date: 09/01/2023



REQUEST FOR PROPOSALS (RFP)
EVENT No.: EVN0001500
EVENT TITLE: MEDICAL TRANSPORTATION SERVICES

ISSUED BY MIAMI-DADE COUNTY:

Strategic Procurement Department
for

Miami Dade Fire Rescue Department

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Coleen Christie, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
E-mail: Coleen.Christie@miamidade.gov

PROPOSALS DUE:

October 26, 2023 at 2:00PM (local time)

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.
(SEE IMPLEMENTING ORDER 7-7)**

Electronic Proposal responses to this RFP are to be submitted through a secure mailbox at Integrated Financial Resources Management System (INFORMS) until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its Proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a Proposal in response to a Miami-Dade County Solicitation via INFORMS. Electronic Proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All Proposals received and time stamped through the County's system, INFORMS, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the Proposal submittal deadline will be evaluated by the issuing department in consultation with the County Attorney's Office to determine whether the Proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date. The County will only consider the latest version of the Proposal.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by **INFORMS** at <https://supplier.miamidade.gov>. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary via written addenda issued prior to the Proposal due date and time (see Mandatory Online Forms and Addendum Acknowledgement Section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 Project Overview and General Terms and Conditions

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Fire Rescue Department (MDFR), is soliciting proposals from qualified firms to provide medical transportation services (Ambulance Services) for various County Departments on an as needed basis. The Ambulance Services requested herein will supplement the services currently provided by the County, Municipal Police and Fire Rescue Agencies. The County, Municipal Police, and Fire Rescue Agencies will continue to be the first respondents to the scene and will request the services of the selected Proposer(s) in the event Ambulance Services are needed at the Basic Life Support Level (BLS), as described throughout this Solicitation.

The selected Proposer(s) shall provide Ambulance Services for four (4) distinct groups, as follows:

Group 1: Miami-Dade Fire Rescue Department (No Response Fee or Transport Fee paid by the County)

Group 2: Miami-Dade Police Department (No Transport Fee paid by the County. Response Fee paid by the County not to exceed \$50)

Group 3: Miami-Dade Department of Emergency Management (Primarily for evacuation purposes (No Response Fee paid by the County Transport Fee paid by the County, not to exceed \$275)

Group 4: Miami-Dade Corrections and Rehabilitation Department (No Response Fee paid by the County. Transport Fee paid by the County, not to exceed \$700.

Note: For Groups 1 and 2, the selected Proposer(s) shall bill patients directly for all Transport Fees, no Transport Fees will be paid by the County for these Groups. For Group 1, the County will not pay a Response Fee. For Group 2, the County will pay a Response Fee not to exceed \$50. The selected Proposer(s) will be responsible for the billing and collection of payments from patients, as applicable. In no event shall the County be responsible for any charges for which the selected Proposer(s) is unable to collect from applicable patients. For Groups 3 and 4 the selected Proposer(s) shall bill the County directly for Transport Fees, no Response Fees will be paid by the County for these Groups.

The County anticipates awarding up to three(3) contracts to responsive and responsible, highest ranked Proposer(s). The County will award a contract to the highest ranked Proposer that successfully negotiates a contract with the County, and may award contracts to the second highest ranked Proposer and the third highest ranked Proposer that successfully negotiates a contract with the County. The highest ranked Proposer that successfully negotiates a contract with the County will receive all transport requests first. The Requesting Agency may cancel a request to the highest ranked Proposer, and use the second highest ranked Proposer, if the highest ranked Proposer provides an unacceptable Estimated Time of Arrival (ETA) according to Group response time specifications, or notifies the Requesting Agency that there is no ambulance available. Should additional Proposers successfully negotiate a contract with the County, as determined by rank, those will be implemented in sequential order.

The County anticipates awarding a contract for a period of five (5) years, with two (2) 3-year options to renew.

The anticipated schedule for this Solicitation is as follows:

Deadline for Receipt of Questions:	October 17, 2023 at 12:00pm (local time)
Proposal Due Date:	October 26, 2023 at 2:00pm (local time)
Evaluation Process:	November/December 2023
Projected Award Date:	March 2024

1.2 Definitions

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

1. The words "Ambulance Contract Compliance Officer" to mean the Miami-Dade Fire Rescue duly authorized County representative designated to manage the Contract.
2. The words "Arrival Time" to mean the time at which the ambulance arrives onsite at the physical address provided by the authorized agency requesting transportation. This can be confirmed by contacting the agency via phone upon arrival or direct contact with the dispatcher.

3. The words “Common Carrier/Contracted Carrier” to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
4. The words “Competitive Selection Committee” or “Review Team” to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
5. The words “Continuity of Operations Plan” or “COOP” to mean a plan that details how essential functions are managed during disruption of operations. It ensures continuous performance of essential functions and operations and resumption of full service to the community.
6. The word “Contractor” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as “the prime Contractor”.
7. The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
8. The words “Cybersecurity Products” to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
9. The words “Deployment Plan” to mean a plan that details the best possible organized response during a declared disaster or other emergency.
10. “Equipment” to mean the medical equipment and supplies required on Vehicles as defined in Florida Administrative Code Section 64J-1 (<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=64j-1>).
11. The words “First Ranked Proposer” to mean the highest ranked responsive and responsible proposer that successfully negotiates a contract with the County.
12. The words “Heightened Security Review” to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor’s designee determines necessary to protect the security of the County’s information technology networks, devices, programs, and data.
13. The words “Joint Venture” to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
14. The words “Licensed Software” to mean the software component(s) provided pursuant to the Contract.
15. The word “Neurodivergent” shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia, and other learning disabilities.
16. The words “Produced in the United States” to mean, with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
17. The word “Project Manager” to mean the designated representative from the Selected Proposer’s organization, who is responsible for the selected Proposer’s duties under the contract, and who shall serve as the daily single point of contact and authority for resolution of all issues.
18. The word “Proposal” to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
19. The word “Proposer” to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
20. “Requesting Agency” to mean County, municipal Police or Fire Rescue, and other authorized agencies designated in writing by

the County Mayor or designee

21. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
22. The words "Second Ranked Proposer" to mean the second highest ranked responsive and responsible proposer that successfully negotiates a contract with the County
23. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
24. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
25. The words "Third Ranked Proposer" to mean the third highest ranked responsive and responsible proposer that successfully negotiates a contract with the County
26. The word "Transport" or "Transportation" to mean all transports beginning from the point of origin (the requested pick-up location) and ending with the destination, both respectively as determined by the Requesting Agency. .
27. The word "Vehicles" to mean medical transportation units (ambulances) utilized to perform medical transportation services.
28. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the County give preference to a Proposer based on the Proposer's social, ideological or political interests.

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

The Proposer's Proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the Proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a Contract substantially in the terms herein. Proposer Proposal shall be irrevocable until Contract award unless the Proposal is withdrawn. A Proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the Proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of Proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 **Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of Solicitations unless permitted by law.

1.5 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-Proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 **Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Competitive Selection Committee Members or, to the Competitive Selection Committee as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee Members other than as provided in Section 2-11.1 of the Code, are prohibited.

1.7 **Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133 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 Proposal for a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a Proposal for any contract, such Proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.10 Contract Measures

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code as follows:

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

_____ % SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit an executed Certificate of Assurance Affidavit at the time of Proposal acknowledging the project SBE Measure. After Proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, as well as meet all other requirements as established in Implementing Order 3-41 and Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

1.11 Purpose Driven Procurement Practices

The County is committed to responsible stewardship of resources. To the extent allowed by law, the County will continue to explore and pursue purpose driven procurement, development and business practices that: (a) are environmentally friendly; (b) foster and integrate local community benefits including, opportunities for local and small business participation, internships, job fairs, mentorship, vocational and technical training; (c) support safe and fair labor practices and ethical behavior, and (d) maximize fiscally responsible "high value, high impact" actions.

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Fire Rescue Department (MDFR), is soliciting proposals from qualified firms to provide medical transportation services (Ambulance Services) for various County Departments on an as needed basis. The Ambulance Services requested herein will supplement the services currently provided by the County, Municipal Police and Fire Rescue Agencies. The County, Municipal Police and Fire Rescue Agencies will continue to be first respondents to the scene and will request the services of the selected Proposer(s) in the event Ambulance Services are needed at the Basic Life Support Level (BLS), as described throughout this Solicitation.

The approximate monthly requests for transport in 2022 was 2400. The County specifically makes no promises or guarantees concerning the number of urgent and non-urgent transports, number of patients or distance of transports that will be associated with this Solicitation. The County has made every effort to provide accurate data and information but does not guarantee that the data provided is indicative of future run statistics.

2.2 Minimum Qualification Requirement

The minimum qualification requirement for this Solicitation is that the selected Proposer shall possess:

- a) Miami-Dade County Certificate of Public Convenience and Necessity for Public Entity Ambulance Operation.
- b) State of Florida, Bureau of Emergency Medical Services Advanced Life Support (ALS) license (Department of Health (DH) Form 631).

Note: Certificates and Licenses are continuing conditions for award and shall be maintained for the duration of the contract term. and any extensions and renewals thereof.

2.3 Services to be Provided

The selected Proposer(s) shall:

1. Provide all services in accordance with all applicable Federal, State, and County laws, ordinances, regulations, and administrative codes governing the provision of medical transport services, to include proper documentation in an approved electronic Patient Care Report. In case of an emergency, the guidelines contained in any contract issued as a result of this Solicitation may be supplemented by instructions from the County, Municipal Fire Rescue Departments or other designated agencies.
2. Not refuse or delay transportation of any BLS patient once they have arrived on scene to transport.
3. Attend drills, exercises, and meetings conducted by Requesting Agencies, as requested.

2.4 Plans

The selected Proposer(s) shall:

1. Submit a final Continuity of Operations Plan (COOP) to the County for review approval. The COOP shall detail how essential functions are managed during disruption of operations. The COOP ensures continuous performance of essential functions and operations and resumption of full service to the community. The COOP must be submitted to the County prior to the issuance of the Notice to Proceed (NTP). The COOP shall detail how the selected Proposer(s)

will fulfill the arrival time requirements established by the County and shall include the following components as listed below:

- a. Plans and Procedures
 - b. Mission Essential Functions
 - c. Delegations of Authority
 - d. Orders of Succession
 - e. Devolution - The devolution section shall address how the department will identify and conduct its essential functions in the aftermath of a worst-case scenario, one in which the leadership is incapacitated. The selected Proposer shall be prepared to transfer all of their essential functions and responsibilities to personnel at a different office or location.
 - f. Staging Area
 - g. Alternate Facilities
 - h. Interoperable Communications
 - i. Vital Records and Databases
 - j. Logistics and Administration
 - k. Personnel Issues and Coordination
 - l. Reconstitution
 - m. Testing, Training and Exercising
 - n. Health Emergency
 - o. Program Management
2. Submit a final Deployment Plan to the County for review approval. The Deployment Plan must be submitted to the County prior to the issuance of the Notice to Proceed (NTP). The Deployment Plan shall provide the best possible organized response during a declared disaster, or any other emergency, and shall fulfill the arrival time requirements established by the County. The Deployment Plan shall include the following components as listed below:
- a. Detail selected Proposer's 24-hour system status management strategies.
 - b. Detail mechanisms utilized by selected Proposer(s) to meet the demand for ambulance response during peak periods or unexpected unusually high call volume times.
 - c. Include a current map identifying proposed ambulance stations or post locations.
 - d. Provide any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
3. Redeploy or add additional vehicles if performance standards are not met. Upon notification by the Ambulance Contract Compliance Officer, the selected Proposer(s) shall submit proposed changes in the Deployment Plan in writing to the Ambulance Contract Compliance Officer within 30 days of written notification by the Ambulance Contract Compliance Officer.
4. Prepare and submit a final Continuity of Operations Plan (COOP) and a final Deployment Plan, as detailed below, for approval prior to the County issuing the Notice to Proceed (NTP) with any agreement issued as a result of this solicitation.

2.5 Personnel

The selected Proposer(s) shall ensure that:

1. Each in-service vehicle shall be staffed by personnel adequately trained and who possess the necessary certifications, training, skills and abilities to perform all duties required hereunder in accordance with applicable Florida Statutes, Florida Administrative Code, Miami-Dade County Code, Ordinances and Regulations and Federal standards.
2. All drivers of the vehicles used for transport possess a valid Class D license issued by the State of Florida, and shall maintain a good driving record through the term of employment with the selected Proposer(s) and for the duration of the contract term, and any extensions and renewals thereof. The selected Proposer(s) shall

at a minimum, review each drivers driving record annually. Any driver that has pled Nolo Contendere, pled guilty, has been found guilty, or has been convicted (regardless of whether adjudication has been withheld) of three or more moving violations during any one-year period, or otherwise does not meet the requirements of Chapter 4 *Ambulances And Medical Transportation Vehicles*, and 31 *Vehicles For Hire*, of the Miami-Dade County Ordinance Code shall be removed from driving responsibility on this contract with immediate effect.

3. All personnel are properly uniformed to present a neat, clean, and professional appearance at all times. The uniform color and insignia are to be approved by the Ambulance Contract Compliance Officer prior to commencement of services under any resultant contracts of this solicitation. The selected Proposer(s) shall require all such personnel, while on duty, to always visibly wear, on their person n identification badge to include the employee's picture, name, level of State certification, and selected Proposer(s)'s company name.
4. All personnel that interface with the public shall be able to communicate in English, both written and oral.
5. Designate a full-time Project Manager who shall be responsible for the selected Proposer(s)'s performance and responsibilities under any contract resulting from this solicitation. The selected Proposer(s)'s Project Manager is subject to the written approval of the County. The Project Manager shall serve as the daily single point of authority for resolution of complaints and shall assure that service is provided uniformly. The Project Manager shall be available via telephone on a 24-hour basis. The Project Manager shall provide the Ambulance Contract Compliance Officer with performance reports as requested, but at a minimum, on a monthly basis. Additionally, the Project Manager will meet with the Ambulance Contract Compliance Officer as requested.
6. Provide all personnel with an in-service training program that provides an overview of expectations and professional performance requirements when working as part of this agreement.
7. Develop and implement a mandatory driver-training program. All drivers participating on any resultant contract from this solicitation must attend the mandatory training program within five (5) business days of the issuance of the Notice to Proceed. The selected Proposer(s) shall ensure compliance with all standards and requirements of this Solicitation..
8. Ensure that ambulance personnel are properly trained and oriented before being assigned to respond to medical requests.. The orientation shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient destination, trauma triage and patient treatment protocols; radio communications with and between the ambulance, base hospital, receiving facilities, and dispatch center; map reading skills, including key landmarks, routes to hospitals and other major receiving facilities; response areas within the County; and ambulance Equipment utilization and maintenance, in addition to the selected Proposer(s)'s policies and procedures. Selected Proposer(s) shall be responsible for ensuring that this standard is met. Each ambulance personnel the selected Proposer(s) shall complete this training program prior to providing services under any contract that may result from this RFP. Proof of completion for this training program shall be provided upon request from Miami-Dade County.
9. Employ a medical director who shall be a board certified emergency physician in the State of Florida and who shall monitor the day-to-day activities of selected Proposer(s)'s training department, to include continuing education programs and the preceptor/internship program and shall advise selected Proposer(s)'s Operations Manager regarding field operations and pre-hospital medical care. The medical director shall provide medical oversight of the selected Proposer's emergency medical dispatch program.
10. In the event of a Declared Disaster the Proposer(s)'s personnel shall perform as part of the Incident Command System which is a part of the Miami-Dade County Comprehensive Emergency Management Plan. The Proposer(s) will provide a properly trained Operations person(s) to the Miami-Dade County Emergency Operations Center (EOC) for the duration of the EOC activation period. They will assist in the coordination

and transportation of the evacuation and repatriation of special needs clients on the Miami-Dade County Emergency and Evacuation Assistance Program registry or EOC Evacuation Support Unit (ESU) registry. If the Primary selected Proposer(s) deems it necessary to sub-contract, the Proposer(s) shall be held to the provisions of Article 20: "Subcontractual Relations" (in the Form of Agreement) and shall be solely responsible for payment to sub-contracted parties for services rendered.

11. When responding to a request from the Miami-Dade Department of Emergency Management during an activation, the selected Proposer(s) shall ensure that ambulance personnel are properly trained and oriented before the activation. Drivers shall adhere to the Transportation Checklist when assisting with the transportation of the evacuation and repatriation of clients on the Miami-Dade County Emergency and Evacuation Assistance Program registry or EOC Evacuation Support Unit (ESU) registry. The selected Proposer(s) will be responsible for the training of all drivers prior to mobilizing. If the selected Proposer(s) deems it necessary to sub-contract, in the Form of Agreement, the selected Proposer(s) shall be solely responsible for payment to sub-contracted parties for services rendered.

2.6 Communication System

1. Each ambulance operated pursuant to any agreement issued as a result of this solicitation must have a two-way radio, operating on an independent radio frequency, licensed by the Federal Communications Commission (FCC). This system shall be capable of two-way communications between the selected Proposer(s)'s vehicles and all locations within Miami-Dade County. In addition, each such ambulance shall have a system providing reliable two-way communication to hospitals for ambulance to hospital communication.
2. Each ambulance unit must be equipped with radio communications equipment capable of receiving and transmitting on a radio frequency designated by Miami-Dade Fire Rescue Department for mutual aid use. In addition, each driver of such ambulance shall be accessible to the selected Proposer(s)'s dispatcher by pager/cell phone or some other comparable electronic device. The selected Proposer(s) shall provide a list of all drivers' pagers/cell phone numbers or other electronic device to MDFR and update as necessary to ensure the County has the most current list.

2.7 Dispatch Center

The selected Proposer(s) shall:

1. Ensure that its Dispatch Center is in constant radio communication with all in-service vehicles.
2. Ensure that only dispatchers who are familiar with ambulance transportation operations, the County's geography, emergency procedures, and administrative procedures of the County and its municipalities, are on-duty during operating hours. The dispatcher/s shall be knowledgeable in emergency terminology and procedures and be fluent in English.
3. Ensure that the Dispatch Center has a telephone system with a Miami-Dade County local phone access number and is sufficiently staffed to fulfill the selected Proposer's obligations under any contract issued as a result of this RFP.
4. Ensure that there are audio recordings of all radio and telephonic service-related conversations received through its communications center requesting ambulance service. Said audio files shall be maintained for at least sixty (60) days. Copies of specific audio files shall be maintained for longer periods if requested by the County. Any audio file requested by the County shall be provided within seventy-two (72) hours at no cost to the County.
5. Have a Computer Aided Dispatch (CAD) system in place that will incorporate or have the following elements:
 - a. Incident Information - This is a database of the incident data, usually obtained from a telephone caller, and including the location (house number and street name, commonplace name, intersection), caller information, and other information gathered by the dispatcher.
 - b. Unit Display - CAD has a database of personnel and field units, which is used to display a list of active units. This database includes the unit ID, assigned personnel, special capabilities (BLS, etc.). The database is linked to the incident database, allowing the dispatcher to display unit status: in-service, out-of-service, etc.

c. Incident Dispatch - With information about incidents and units, the dispatcher can link an incident to one or more field units, which essentially assigns the units to the incident. Most CAD software will provide a recommendation of which units shall respond, based on pre-determined tables or a unit's actual location.

d. Time Stamping - whenever the dispatcher takes an action (enter a new incident, dispatch a unit, unit arrives on-scene, etc.), the computer records that time and links it to the incident and unit records for later review.

e. Report Generation - to help analyze incident and unit activity, CAD allows production of reports listing all types of information, by ranges of date and time, and sorted by various fields.

f. Maintenance - The software allows the system administrator to create and edit the various support files, and to make data back-ups of the various files.

g. Automatic Vehicle Location (AVL) - Location data will be transmitted to Miami-Dade County when the selected Proposer's unit is assigned to a call for service. AVL data is only required to be shared with Miami-Dade County when a unit is assigned to a call as part of this agreement.

h. CAD to CAD Interface - A bi-directional interface between the County's CAD or CAD Data Exchange Hub and the selected Proposer(s) CAD, enabling the County Dispatcher and Selected Proposer's Dispatcher to electronically exchange information, such as, but not limited to, requests for service, incident information, response information, and ETA. The cost for interface development shall be the responsibility of each entity.

6. Ensure that the selected Proposer(s)'s representative reporting to the Miami-Dade County Emergency Operations Center (EOC) will maintain contact with all driver(s) and the selected Proposer(s)'s Dispatch Center. In addition, the selected Proposer(s)'s representative will provide a list of all drivers' pagers/cell phone numbers or other electronic communication device to the EOC upon request, and will update this list as necessary to ensure the County has the most current list. The representative will maintain contact with drivers and the Dispatch Center.

2.8 System Status Quality Assurance (QA) Program

The selected Proposer(s) shall:

Establish and maintain a system status QA program, to include but not limited to::

- a. A system to identify response time performance problems in order to identify underlying causes and to mitigate them. Ambulance schedules, deployment and number of hours deployed will be reviewed and adjusted as needed.
- b. A system status Management review and quality improvement report to be submitted within thirty (30) days upon the written request by the Ambulance Contract Compliance Officer.
- c. A report review process to ensure quality reporting in the electronic Patient Care Reports.

2.9 Ambulance Equipment

The selected Proposer(s) shall:

- a. Ensure that all equipment, as required by the State of Florida Department of Health Administrative Code 64J-1, shall be in safe, in good repair and working order at all times. All equipment shall be appropriately maintained throughout the term of the Contract, including any extensions thereof. Maintain sufficient equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair, and for times of excessive demand in the system.
- b. Ensure that all equipment utilized by the selected Proposer(s) shall be the sole property of said selected Proposer(s).

- c. Ensure that the selected Proposer(s) does not possess equipment that is the property of any other entity utilizing or accessing the resultant contract of this solicitation, unless granted express permission by the County.

2.10 Vehicle

The selected Proposer(s) shall:

- a. Submit a final vehicle maintenance program to the County.
- b. Provide in writing, to the County, the locations of where all maintenance services will be performed.
- c. Submit records of vehicle maintenance to the County on an annual basis.

2.11 Performance

The selected Proposer(s) shall:

1. Provide services twenty-four (24) hours a day, seven (7) days a week, and will respond to the Requesting Agency within the following time requirements:
 - a. Group 1: Miami-Dade Fire Rescue Department – Within 20 minutes of dispatch
 - b. Group 2: Miami-Dade Police Department – Within 20 minutes of dispatch
 - c. Group 3: Miami-Dade Department of Emergency Management – Varies based on the Emergency, will be established by DEM
 - d. Group 4: Miami-Dade Corrections and Rehabilitation Department – Within 30 minutes of request

2.12 Estimated Time of Arrival

- a. **Groups 1 and 2:** The selected Proposer(s), designated as the First Ranked Proposer, shall provide an estimated time of arrival (ETA) when a request for an ambulance is made by the Fire Rescue/Police Dispatcher (“Dispatcher”). Requests for service shall be made in this order, (1) via CAD or CAD interface; (2) or if CAD is not available, via telephone. The Fire Rescue/Police Dispatcher may cancel the request to the First Ranked Proposer, and use the Second Ranked Proposer, if the First Ranked Proposer provides an ETA that is greater than (20) minutes and zero (0) seconds. The same request process and response criteria shall be used for all other selected Proposers, as appropriate. All requests shall be included on the monthly Performance Report.
- b. **Group 3:** In the event of a declared disaster, or other emergency as determined by the Miami-Dade Department of Emergency Management, requiring transportation of individuals in the Emergency and Evacuation Assistance Program registry or EOC Evacuation Support Unit (ESU) registry, the selected Proposer(s) will be requested by the Miami-Dade Department of Emergency Management and will be given response time expectations based on the emerging situation. The selected Proposer will provide an estimated time of arrival once requested. The selected Proposer(s) must provide transport within the requested timeframe from receiving the request, or up to the time the Mayor or designee declares it unsafe. Successful completion of a special needs client transport requires pick-up from an initial location and transport to a final location as specified by the Miami-Dade Department of Emergency Management or EOC.
- c. **Group 4:** The selected Proposer designated as the First Ranked Proposer will provide an ETA when a request for an ambulance is made by the Requesting Agency. The Requesting Agency may cancel the request to the First Ranked Proposer, and use the Second Ranked Proposer, if the First Ranked Proposer provides an ETA that is greater than thirty (30) minutes. The same request process and response criteria shall be used for Second Ranked Proposer and the Third Ranked Proposer, as appropriate. All requests shall be included in the monthly Performance Report.

2.13 Response Times and Liquidated Damages (Applicable to all selected Proposers)

All selected Proposer(s) shall meet the County’s response time as follows, except for the obligations noted in **2.14. Response Time Exceptions.**

- a. **Groups 1 and 2:** From the time a unit is requested, as recorded in CAD, by a Fire Rescue/Police Dispatcher, the selected Proposer(s) 's ambulance is required to be on scene in less than (20) twenty minutes and (0) zero seconds. The official arrival time record for tracking performance shall be the Fire Rescue dispatch record log and/or FirstWatch compliance application. The selected Proposers shall ensure that an estimated time of arrival (ETA) is provided when a request for an ambulance is made by the Fire Rescue/Police Dispatcher. The selected Proposers will incur Liquidated Damages in the amount of \$500 per month if the selected Proposers have not responded to seventy-five percent (75%) of all requests within 20 minutes at the end of each month. The selected Proposers shall be assessed fifty dollars (\$50) in Liquidated Damages per occurrence if any response unit arrives without the required equipment as per Florida Administrative Code Section 64J-1.002 (refer to Appendix 1) .
- b. **Group 3:** From the time a unit is requested, by the Miami-Dade County Emergency Operations Center (EOC) or by the Miami-Dade Department of Emergency Management (DEM), the selected Proposer(s) 's ambulance is required to be on scene in less than (30) thirty minutes and (0) zero seconds from scheduled date and time. The official arrival time record for tracking performance shall be the time the request is made or particular time as specified by the EOC or DEM. The selected Proposer(s) shall ensure that an estimated time of arrival (ETA) is provided when a request for an ambulance is made by the EOC or DEM . The selected Proposer(s) will incur Liquidated Damages in the amount of \$1,000 if the selected Proposer(s) has not responded to one hundred percent (100%) of all requests within 30 minutes at the end of each emergency. The selected Proposer(s) shall be assessed fifty dollars (\$50) in Liquidated Damages per occurrence if any response unit arrives without the required equipment as per Florida Administrative Code Section 64J-1.002 (refer to Appendix 1).
- c. **Liquidated Damages Exceptions** will occur for the following scenarios:
- i. If evacuation timeframe for an emergency is inaccurate as identified by the EOC or DEM;
 - ii. If traffic on roadways throughout an emergency impedes in client transport within the Estimated Time of Arrival; or
 - iii. Other scenarios as identified by the EOC or DEM.

Group 4: From the time a unit is requested, by a Miami-Dade Corrections and Rehabilitation (MDCR) or Correctional Health Services (CHS) staff the selected Proposer(s) ambulance is required to be on the scene in less than (30) thirty minutes and (0) zero seconds. The official arrival time record for tracking performance shall be the time the call is made and recorded in the incidental logbook. The selected Proposer(s) shall ensure that an estimated time of arrival (ETA) is provided when a request, for an ambulance is made by the MDCR or CHS staff. The selected Proposer(s) will incur Liquidated Damages in the amount of \$1,000, if at the end of each month, the selected Proposer(s) has not responded to seventy-five percent (75%) of all requests within 30 minutes. The selected Proposer(s) shall be assessed fifty dollars (\$50) in Liquidated Damages per occurrence if any response unit arrives without the required equipment as per Florida Administrative Code Section 64J-1.002 (refer to Appendix 1)

2.14 Response Time Exceptions

In extreme circumstances (such as declared emergencies, natural disasters, riots, strikes, etc.), responses exceeding the criteria in Section 2.12 and 2.13 may be excused on a case-by-case basis by the Ambulance Compliance Officer. These excuses shall be for good cause only, as determined by the County. The burden of proof that there is good cause for the excuse shall rest with the selected Proposer(s), the selected Proposer(s) must have acted in good faith. To be considered for an excused Response Time Exception, the selected Proposer(s) shall file a written request for each response time exception. The request shall be filed with MDRF within fifteen (15) days of the date of the occurrence. Such request shall list the date, the time, the incident number and the specific circumstances causing the delayed response. The selected Proposer(s) may be released from response time requirements for an extended time period by written request, to include reason, and begin and end dates. These exceptions will be granted at the sole discretion of the Ambulance Contract Compliance Officer, from response time performance requirements, including excusal from compliance reports used to calculate response time for any Liquidated Damages. Extended response

time exemption requests cannot exceed a one-month period. A new request must be submitted each month, as appropriate.

2.15 Transportation Destinations

The selected Proposer(s) shall report, via CAD interface when available, all transports beginning from the point of origin (the requested pick-up location) and ending with the destination, both respectively being determined by the Requesting Agency. At no time shall the selected Proposer(s) or its personnel alter or attempt to alter the destination determined by the Requesting Agency. Notwithstanding the foregoing: the selected Proposer(s) shall not be required to transport patients to a destination outside of Miami-Dade and Broward Counties. If the patient becomes critical or unstable during transport, as determined by the selected Proposer(s)'s personnel conducting patient care, the selected Proposer(s) shall continue to transport the patient to the requested facility unless that facility is not an appropriate destination for the patient's condition. In such cases, the Selected Proposer(s) will transport the patient to the closest appropriate medical facility, and will notify the Requesting Agency of the change in destination after transport is complete. If the patient's condition becomes unstable beyond the Contractor's capability, they may request Fire Rescue assistance.

2.16 Records Management and Reporting- Transport Service Records

- a. The selected Proposer(s) shall maintain a detailed log for each vehicle. This log shall contain the on-duty responder' names, date, time call received, location of call, destination, and Requesting Agency. This log shall also contain any other information required by County, State, or Federal guidelines. The Ambulance Contract Compliance Officer or designee reserves the right to require correction to the format of the log any time during any period of performance. All logs shall be provided upon request from the Ambulance Contract Compliance Officer or designee.
- b. The selected Proposer(s) shall maintain a dispatch log that shall contain the date, time, name of operator on-duty, time call received, nature of call, Requesting Agency, request location, unit dispatch time, unit reported arrival time, and call number. This log shall also contain any other information and required by County, State, or Federal Guidelines. The Ambulance Contract Compliance Officer or designee reserves the right to require correction to this log. All logs shall be provided upon request by the Ambulance Contract Compliance Officer or designee.
- c. In the event of a Declared Disaster, or other emergency as determined by the Miami-Dade Department of Emergency Management, the selected Proposer(s)'s representative(s) shall produce an Evacuation Support Unit (ESU) Dispatch Report(s) to the Miami-Dade Department of Emergency Management for the duration of the EOC activation period. The selected Proposer(s) shall maintain, and shall require that any subcontractors maintain, complete and accurate records to substantiate compliance with the requirements set forth in the contract. The selected Proposer(s) shall conduct a call-down of clients assigned to the selected Proposer(s) and schedule a date and time for transport with the client prior to pick-up. The ESU Dispatch Report shall contain the date, time, name of operator on-duty, client, scheduled pick-up date, scheduled pick-up time, location of client, destination, destination arrival date, destination arrival time, and name of receiving personnel from destination. The report shall also contain any other information as required by the Miami-Dade Department of Emergency Management, State, or Federal Guidelines. At the conclusion of the EOC activation, after all services have been rendered, a final ESU Dispatch Report shall be provided, upon request by the Miami-Dade Department of Emergency Management.

2.17 Data and Reporting

- a. The selected Proposer(s) shall provide a Performance Report on a monthly basis, or shorter cadence as mutually agreed upon, to the Ambulance Contract Compliance Officer, which shall contain at a minimum the following: requesting agency, time call received, estimated time of arrival given, time vehicle is dispatched, station and vehicle number, Contractor's and authorized agency dispatch/voucher numbers, type of call, name of patient, location of patient, destination address, time arrived on-scene, computation of response time, computation of response time in excess of performance standard when applicable, reassignment, if applicable, and detailed charges for calls.
- b. The selected Proposer(s) shall submit on a monthly basis a report to the Ambulance Compliance Officer that will

include at a minimum the municipality or department (i.e., Fire, Police, etc.), Call number/Alarm, date, company, unit, patient, Pick-up Location, Destination, Call receipt time, dispatched time, on-scene time, transport time, arrival time, caller description, caller code, and response time. The format of the reports will be approved by the Ambulance Compliance Officer and will be sent via e-mail.

- c. In the event of a Declared Disaster, or other emergency as determined by the Miami-Dade Department of Emergency Management, the selected Proposer(s)'s representative(s) shall assist the Miami-Dade County Emergency Operations Center (EOC) for the duration of the EOC activation with processing evacuation and repatriation transportation status of clients being transported by the Contractor, and additional data as required in the Emergency and Evacuation Assistance Program (EEAP) application.

2.18 Schedule

The selected Proposer(s) shall provide service twenty-four (24) hours a day, seven (7) days a week.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described. Nothing in this RFP shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor or give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate Proposals are not requested or desired.

Suppliers/Vendors are encouraged to access the links below to assist with submission of responses to the Solicitation.

Recorded eSupplier Workshop

https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780

Password: q37%t+pG

Submit a Bid Job Aid

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank Proposals on criteria listed below. The Competitive Selection Committee will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee Member.

Technical Criteria**Points**

- | | |
|---|----|
| 1. Proposer's relevant experience, qualifications, and past performance | 20 |
| 2. Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors | 20 |
| 3. Proposer's approach to providing the Services requested in this Solicitation | 20 |
| 4. Equipment and Vehicles | 20 |
| 5. Hiring, Training and Retention of Employees | 10 |

Price Criteria**Points**

- | | |
|------------------------------|----|
| 6. Proposer's proposed price | 10 |
|------------------------------|----|

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee may base such decision on the particulars of the relationship between the Proposer and the Affiliated Company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee

Additionally, pursuant to County Resolution No.R-321-23, the Competitive Selection Committee shall be provided with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Competitive Selection Committee to consider if such Reports would change the rankings. If the Competitive Selection Committee determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

4.3 Oral Presentations

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See "Lobbyist Registration Affidavit" regarding registering speakers in the Proposal for an oral presentation and/or recorded negotiation meeting or sessions). Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's

Proposal. Pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development Division at (305) 375-3111, visit <http://www.miamidade.gov/smallbusiness/> or, e-mail your inquiries directly to: Sbdcert@miamidade.gov.

The SBE must be certified by Proposal submission deadline, at contract award, and for the duration of the Contract to remain eligible for the preference. Firms that graduate from the SBE Program during the Contract term may remain on the Contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the Proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked Proposals that are substantially equal and only one of the two so ranked Proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to Proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's Proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of Proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

4.6 Price Evaluation

The price Proposal will be evaluated subjectively in combination with the technical Proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the Contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive Solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Competitive Selection Committee (or Review Team) will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank Proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, through the approval of the Competitive Selection Committee Coordinator Report which will be shared through electronic means with all Proposers. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer

recommended by the Competitive Selection Committee (or Review Team) pursuant to the Local Preference Section above, if any, **and/or** may request a better offer. In any event the County engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer. This process may continue until a contract acceptable to the County has been executed or all Proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: <https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Written Objections to Selection Committee Ranking/Scoring and Rights of Protest

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21, as amended. Any question, issue, objection or disagreement concerning the rankings, scoring or recommendations of the Competitive Selection Committee (or Review Team) shall be deemed waived by the Protestor and shall be rejected as a basis of a bid protest, unless it is brought by the Proposer to the attention of the Procurement Contracting Officer. Proposers must notify the Procurement Contracting Officer in writing with a copy to the Clerk of the Board within five (5) work days of receipt of notification of the Competitive Selection Committee (or Review Team) Coordinator Report referenced in Section 4.8 above. The written objection shall state with particularity the basis of the objection and with sufficient information to allow the County's procurement professionals to consider, evaluate and address the issues raised in the objection promptly.

5.0 TERMS AND CONDITIONS

The County's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Supplier/Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Supplier/Vendor Registration Package. For online Supplier/Vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

b) Insurance Requirements

The Contractor shall furnish to the County, Strategic Procurement Department, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total Contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County Contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Agreement

Proposal Submission Package, including:

- Proposer Information Section
- Web Forms – Submittal Form, Subcontracting Form, Lobbyist Registration Affidavit (Contractor Due Diligence Affidavit, Exhibit A – Common Carrier or Contracted Carrier (as applicable)
- Form 1 – Price Proposal Schedule

FORM 1, PRICE PROPOSAL SCHEDULE-

INSTRUCTIONS:

The Proposer’s price shall be submitted on this Form 1 – Price Proposal Schedule and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form and make no other marks.

A. Price

The flat, fixed-fees shown below are the maximum fees per transport for providing all tasks and deliverables outlined in this Solicitation as stated in Section 2, Scope of Services

Description	Proposed Fee Per Transport
RESPONSE FEE for Group 2 Miami-Dade Police Department (Response Fee paid by the County not to exceed \$50)	\$ _____
TRANSPORT FEE for Group 3: Miami-Dade Department of Emergency Management (Transport Fee paid by the County, not to exceed \$275 for a completed transport)	\$ _____
TRANSPORT FEE for Group 4: Miami-Dade Corrections and Rehabilitation Department (Transport Fee paid by the County, not to exceed (\$700)	\$ _____

Notes:

1. The County will pay fixed and firm fees to the selected Proposer(s). The County will pay each request after review and approval by the Ambulance Contract Compliance Officer.

2. For Group 3, if the selected Proposer(s) responds to a request for transport, for the purposes of evacuation, or other declared emergency purposes, and the unit is cancelled by the County after arrival, the County will only pay a Response Fee of \$50.
3. All payments will be made net of any Liquidated Damages owed to the County or Requesting Agency.
4. The proposed flat, fixed-fees shall include full compensation for labor, material, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, which shall be incorporated in this Price Proposal Schedule, as they will not be reimbursed separately by the County.
5. The proposed flat, fixed-fees, as listed above, shall be guaranteed for the term of the contract term including any renewals and extensions thereof.

PROPOSER INFORMATION

Nothing in this Solicitation shall in any way be utilized to request documentation relating to or authorizing consideration of a proposer's social, political, or ideological interests when determining if the proposer is a responsible vendor or give a preference to a proposer based on the proposer's social, political, or ideological interests.

Minimum Qualification Requirements

1. Proposers shall provide documentation that demonstrates their ability to satisfy the minimum qualification requirements listed below. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. All documents must be submitted in the format outlined below. All specifications, certifications, and required documentation shall be current and valid. Failure to submit the required items may render that proposal non-responsive.

Proposers shall provide the following documents:

- a) A copy of the Proposer's Miami-Dade County Certificate of Public Convenience and Necessity for Public Entity Ambulance Operation shall be submitted including accompanying documentation that reflects the number of response units allowed to operate under this document.
- b) A copy of the State of Florida, Bureau of Emergency Medical Services Basic Life Support (BLS) license (Department of Health (DH) Form 631).

Proposer's Experience and Past Performance

2. Describe the Proposer's qualifications, past performance and experience and state the number of years that the Proposer has been in existence.

3. Identify the primary markets served by the Proposer.

4. Provide history of performance including any records of major complaint, suspension, awards, and citations.

5. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) explain the reason for contract ending (i.e., termination, expiration, nonrenewal). Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

6. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) explain the reason for contract ending (i.e., termination, expiration, non-renewal).

Key Personnel and Subcontractors Performing Services

7. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all officers, partners, managers, Project Manager, Medical Director, Operations Manager, and other professional staff that will perform work and/or services in this contract.

8. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.

9. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors. All key personnel includes all officers, partners, managers, Project Manager, Medical Director, Operations Manager, and other professional staff that will perform work and/or services in this contract.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Hiring, Training and Retention of Employees

10. Describe the all staffing levels the Proposer will assign to this Contract.

11. Describe qualifications of Proposer's emergency medical technicians, dispatchers, ambulance drivers and paramedics (resumes for each are not necessary).

12. Describe Proposer's hiring process for all emergency medical technicians, dispatchers and paramedics and the process the Proposer uses to verify necessary certifications, qualifications and experience of these personnel, including any utilized through subcontractors, who will be assigned to this project.

13. Provide detailed information concerning the Proposer's preliminary proposed personnel initial and on-going in-service training program.

Proposed Approach to Providing the Services

14. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this contract.

15. Describe Proposer's understanding of all federal, state and County laws, ordinances, regulations and administrative orders governing the provision of medical transport vehicle services and how Proposer ensures compliance.

16. Confirm the Proposer's ability to meet the Estimated Times of Arrival, the Hours of Operations and the Transportation Destinations.

17. Describe in detail the Proposer's Communication System, Base Station, Dispatch Center and System Status Quality Program.

18. Provide available reports of response times from medical transportation services provided in the Miami-Dade County Area.

19. Describe and present a complete preliminary Continuity of Operations Plan (COOP), a complete preliminary Deployment Plan and the Performance Report as stated in Scope of Services – Sec. 2 of RFP.

20. Describe the implementation process and provide a detailed timetable for a contract start date of January 1, 2019.

- a) Implementation Timeline
- b) Names and titles of key implementation team members
- c) Responsibilities of the County
- d) Transition, if any, with incumbent vendor

21. Provide information concerning Proposer's ability to meet the performance bond requirements as stated in Article 11 of the Draft Form of Agreement.

Equipment and Vehicles

22. Describe in detail Proposer's Vehicles and Equipment (as required by Florida Administrative Code 64J-1), including as appropriate age, mileage, condition, maintenance practices, etc. Proposer shall provide a proposed preliminary vehicle maintenance program and provide the locations of where maintenance services are (anticipated to be) performed.

23. Describe how Equipment is selected for use and the procedures that ensure such Equipment is properly maintained.

24. Describe the replacement program for all the Vehicles and Equipment.

25. Describe process used by Proposer to verify that all Vehicles sent for transport have necessary Equipment.

26. Describe how many units are being proposed to be fully dedicated to calls received from County and Municipal Fire and Police Departments at any given time.

27. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Appendix 1

64J-1.002 Basic Life Support Service License - Ground.

- (1) To obtain a license or renewal each applicant shall submit an application to the department on DH Form 631, 04/09, Ground Ambulance Service Provider License Application. This form is incorporated by reference and is available from the department, as defined by subsection 64J-1.001(9), F.A.C., or at <http://www.fl-ems.com>.
- (2) The department shall issue a license to any applicant who:
 - (a) Furnished evidence of insurance coverage for claims arising out of injury or death of persons and damage to the property of others resulting from any cause for which the owner of said business or service would be liable. Each motor vehicle shall be insured for the sum of at least \$100,000.00 for injuries to or death of any one person arising out of any one accident; the sum of at least \$300,000.00 for injuries to or death of more than one person in any one accident; and, for the sum of at least \$50,000.00 for damage to property arising from any one accident. Government operated service vehicles shall be insured for the sum of at least \$100,000.00 for any claim or judgment and the sum of \$200,000.00 total for all claims or judgments arising out of the same occurrence. Every insurance policy or contract for such insurance shall provide for the payment and satisfaction of any financial judgment entered against the operator and present insured, or any person driving the insured vehicle. All such insurance policies shall provide for 30-day cancellation notice to the department.
 - (b) Obtained a Certificate of Public Convenience and Necessity (COPCN).
- (3) Each BLS provider shall ensure and document in its employee records that each of its EMTs and paramedics hold a current certification from the department.
- (4) Every provider, except those exempted in paragraph 64J-1.006(1)(a), F.A.C., shall ensure that each EMS vehicle permitted by the department, when available for call, shall be equipped and maintained as approved by the medical director of the service in the vehicle minimum equipment list. The vehicle minimum equipment list shall include, at a minimum, one each of the items listed in Table I and shall be provided to the department upon request.

**TABLE I
GROUND VEHICLE
BLS MEDICAL EQUIPMENT AND SUPPLIES**

ITEM

1. Bandaging, dressing, and taping supplies:
 - a. Adhesive, silk, or plastic tape – assorted sizes.
 - b. Sterile 4 × 4 inch gauze pads.
 - c. Triangular bandages.
 - d. Roller gauze.
 - e. ABD (minimum 5 × 9 inch) pads.
2. Bandage shears.
3. Patient restraints, wrist and ankle.
4. Blood pressure cuffs: infant, pediatric, and adult.
5. Stethoscopes: pediatric and adult.
6. Blankets.
7. Sheets (not required for non-transport vehicle.)
8. Pillows with waterproof covers and pillow cases or disposable single use pillows (not required for non-transport vehicle).
9. Disposable blanket or patient rain cover.
10. Long spine board and three straps or equivalent.
11. Short spine board and two straps or equivalent.
12. Adult and Pediatric cervical immobilization devices (CID), approved by the medical director of the service.
13. Padding for lateral lower spine immobilization of pediatric patients or equivalent.
14. Portable oxygen tanks, “D” or “E” cylinders, with one regulator and gauge. Each tank must have a minimum pressure of 1000 psi, and liter flow at 15 liters per minute.
15. Transparent oxygen masks; adult, child and infant sizes, with tubing.

16. Sets of pediatric and adult nasal cannulae with tubing.
17. Hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.
18. Portable suction, electric or gas powered, with wide bore tubing and tips which meet the minimum standards as published by the GSA in KKK-A 1822E specifications.
19. Extremity immobilization devices. Pediatric and Adult.
20. Lower extremity traction splint. Pediatric and Adult.
21. Sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel, and cord clamps or cord-ties.
22. Burn sheets.
23. Flashlight with batteries.
24. Occlusive dressings.
25. Oropharyngeal airways. Pediatric and Adult.
26. Installed oxygen with regulator gauge and wrench, minimum "M" size cylinder (minimum 500 PSI) with oxygen flowmeter to include a 151pm setting, (not required for non-transport vehicles.) (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director.)
27. Gloves – suitable to provide barrier protection for biohazards.
28. Face Masks – both surgical and respiratory protective.
29. Rigid cervical collars as approved in writing by the medical director and available for review by the department.
30. Nasopharyngeal airways, pediatric and adult.
31. Approved biohazardous waste plastic bag or impervious container per Chapter 64E-16, F.A.C.
32. Safety goggles or equivalent meeting A.N.S.I. Z87.1 standard.
33. Bulb syringe separate from obstetrical kit.
34. Thermal absorbent reflective blanket.
35. Multitrauma dressings.
36. Pediatric length based measurement device for equipment selection and drug dosage.

Rulemaking Authority 381.0011, 395.405, 401.121, 401.25, 401.35 FS. Law Implemented 381.0011, 395.401, 395.4015, 395.402, 395.4025, 395.403, 395.404, 395.4045, 401.23, 401.24, 401.25, 401.252, 401.26, 401.27, 401.281, 401.30, 401.31, 401.321, 401.34, 401.35, 401.41, 401.411, 401.414, 401.421 FS. History—New 11-29-82, Amended 4-26-84, 3-11-85, Formerly 10D-66.49, Amended 4-12-88, 8-3-88, 12-10-92, 10-2-94, 1-26-97, Formerly 10D-66.049, Amended 8-4-98, 1-3-99, 11-19-01, 12-18-06, Formerly 64E-2.002, Amended 9-2-09.

APPENDIX C
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida (“County”), and _____, Business Associate (“Associate”).

RECITALS

- A. As part of the Agreement, it is necessary for the County to disclose certain information (“Information”) to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”).
- B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, PHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.
- C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

- 1. Definitions.** Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.
- a. “Business Associate” shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
- b. “Covered Entity” shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
- c. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 1103. [45 CFR Parts 160, 162 and 164]
- d. “Electronic Protected Health Information” or “ePHI” means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information

can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. “Electronic Media” shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. “Security incident” shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's

PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding

or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. **Effect of Termination.** Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. **Amendment.**

a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

b. **Amendment of Appendix C.** In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement."

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction.** Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Contract Title Medical Transportation Services
Contract No. EVN0001500

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

WITNESSETH:

WHEREAS, the Contractor has offered to provide _____, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No EVN0001500 and all associated addenda and attachments, and the requirements of this Agreement; and

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

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- c) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- d) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean _____ and its permitted successors.
- f) The word "Days" to mean calendar days.
- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- h) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- i) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access

to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.

- j) The words "Joint Venture" to mean shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- k) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- l) The word "Neurodivergent" shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia, and other learning disabilities.
- m) The words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- n) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- o) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- p) The words "Service" or "Services" to mean the provision of _____ services in accordance with the Scope of Services.
- q) 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.
- r) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 47, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0001500 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this Agreement, and shall continue through the last day of the sixtieth (60) month, thereafter. The County, at its sole discretion, may renew this Contract for two (2) additional three-year period. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Attention:

Phone:
E-mail:

and

b) to the Contract Manager:

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

(2) To the Contractor

Attention:
Phone:
E-mail:

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County

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

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

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

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

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

Bill to: Miami-Dade Fire Rescue
9300 NW 41 Street
Doral, FL 33178
Attention: Ambulance Contract Compliance Officer

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to the Miami-Dade County, Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate including Products/completed operations. **Miami-Dade County must be included as an additional insured for both on-going and completed operations.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit.
4. Professional Liability Insurance in an amount not less than \$1,000,000 each occurrence 2,000,000 in the aggregate covering claims arising out of the rendering or failure to render professional services or provision of products.
5. Cyber Liability for a minimum of \$1,000,000 each occurrence, \$2,000,000 General aggregate.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

OR

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

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

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

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

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

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

ARTICLE 11. STANDARD BOND REQUIREMENTS

Simultaneously with this delivery of the executed Contract document to the County, the Contractor to whom the Contract has been

awarded must deliver to the County an executed Contract Bond on the prescribed form or in Cash, each in the amount of 100 percent (100%) of the total amount of the accepted bid, as security for the faithful performance of this Contract and for the payment with. IF Cash is used in lieu of the bond, all terms and conditions stipulated in the bond shall be just as applicable. The Contract Bond shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

- (a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

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

- (b) On Contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
 2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and
 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308

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

- (c) For Contracts in excess of 500,000 the provision of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.
- (d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- (e) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Florida Statutes 255.05 provide for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond.

"A claimant, except a laborer, who is not privy with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.

A claimant who is not privy with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies”.

The Contract Bond or Cash used in lieu of the bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from latent defects in materials or improper performance of work under the Contract. If the County exercises its option to extend the Contract period by one year, provided the Contractor maintains the same prices as in the first contract period, to protect the County against losses resulting from latent defects in materials or improper performance or work under the Contract.

The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.

The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required bond(s) by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

ARTICLE 12. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 15. DISPUTE RESOLUTION PROCEDURE

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

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

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

ARTICLE 16. MUTUAL OBLIGATIONS

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

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 18. AUDITS

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

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

ARTICLE 19. SUBSTITUTION OF PERSONNEL

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

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 21. SUBCONTRACTUAL RELATIONS

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

ARTICLE 22. 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 23. 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 24. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.

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

ARTICLE 25. EVENT OF DEFAULT

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

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

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual

property rights or any other third-party proprietary rights in the performance of the Work.

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

ARTICLE 29. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 31. PROPRIETARY RIGHTS

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

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

ARTICLE 32. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

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

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

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

b) Conflict of Interest and Code of Ethics

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

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

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

orders and all Contract renewals and extensions.

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

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

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

ARTICLE 34. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

ARTICLE 35. NONDISCRIMINATION

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

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

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

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

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 38. BANKRUPTCY

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

ARTICLE 39. GOVERNING LAW

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

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

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

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

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

ARTICLE 41. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 42. FORCE MAJEURE

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

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act

of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 44. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

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

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;

6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 45. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

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

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

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

ARTICLE 46. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

(Use if applicable or delete if not applicable to the Work/Services)

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

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

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

ARTICLE 47. SURVIVAL

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

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

Miami-Dade County

By: _____

By: _____
for

Name: _____

Name: Daniella Levine Cava

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary/Notary Public

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

TO BE NEGOTIATED

APPENDIX B – PRICE SCHEDULE

TO BE NEGOTIATED