

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQFR2000001/RFP-01424
 TERM OF CONTRACT 1 YEAR(S) WITH 15 YEAR(S) OTR

Requisition /Project Title: Purchase of New Helicopters for MDR

Description: County to Purchase 4 new helicopters, sale the existing 4 Bell 412EP helicopters, obtain a maintenance & support plan for upto 15 years, and enter into a Leaseback Agreement with the selected Proposer.

Issuing Department: ISD - SPD
 Contact Person: Fred Simmons, Jr.
 Phone: 305-375-4803

Estimate Cost: \$70,000,000

Funding Source: GENERAL
FEDERAL
OTHER Bond Proceed

ANALYSIS

Commodity Codes:				
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:				
Small Business Enterprise:				
Contract Value:				
Comments:				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: 	Date sent to SBD: 10.10.19
	Date returned to SPD:



**REQUEST FOR PROPOSALS (RFP) No. 01424
HELICOPTER PURCHASE FOR MIAMI-DADE FIRE RESCUE DEPARTMENT**

Time is of the Essence: This procurement process will be expedited.

Time extensions are not allowed.

PRE-PROPOSAL CONFERENCE TO BE HELD:

October 15, 2019 at 10:00 AM (local time)
TAMIAMI EXECUTIVE AIRPORT – MIAMI-DADE AIR RESCUE
12800 SW 145TH AVENUE, MIAMI, FL 33186

Note: Inspection of the County's Bell 412EP helicopters may be conducted.

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
for
Miami-Dade Fire Rescue Department

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Fred Simmons, Jr., Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4803
E-mail: fred.simmonsjr@miamidade.gov

PROPOSALS DUE:

October 24, 2019

**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 BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync 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 BidSync. 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 third party partner, BidSync, 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 procuring 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. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync 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 (Fire Rescue), is soliciting proposals from qualified Proposers for purchase of four (4) new helicopters that meet specifications and requirements detailed herein. The helicopter purchase requires the Proposer to a) provide four new helicopters to the County, b) purchase the County's existing fleet of four Bell 412EP helicopters, c) provide a maintenance and support plan for the new helicopters for up to 15 years (Initial term of 5 years and two 5-year options-to-renew at the County's sole discretion), d) provide pilot, mechanic/technician and medic training/transition programs, and, e) provide a leaseback plan for the County to use the existing helicopters while the new helicopters are manufactured and accepted by the County.

The County's purchase of new helicopters will replace the Fire Rescue's existing fleet. Proposed helicopters shall meet the Air Rescue Mission. Fire Rescue's Air Rescue Program (Program) services were established in the 1980's to provide 24/7 emergency medical services and special operations that include search and rescue, rescue diver deployment, firefighting, hoist extractions, and Special Response Team missions. Air Rescue covers the Florida coastline up to seven miles out, comprising Miami-Dade County, Big Cypress National Preserve, and Biscayne and Everglades National Parks. Because of its unique capabilities, Air Rescue is frequently requested to provide mutual aid support to neighboring counties including Monroe, Collier, Broward, and Lee. In calendar year 2018, Air Rescue responded to 983 calls for service. The Program currently utilizes four Bell 412EP helicopters that have reached the end of their useful life.

The County anticipates awarding a contract for a term that will cover delivery and acceptance by the County of the new helicopters, and span the helicopter warranty and maintenance period.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	October 10, 2019
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is highly recommended but not mandatory. Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov . TTY users may reach the ADA Office by calling the Florida Relay Service at 711.
Deadline for Receipt of Questions:	October 17, 2019
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	Starts October 25, 2019
Projected Award Date:	November 19, 2019

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 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".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. 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.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.

7. 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.
8. 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

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.

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 180 calendar days after the opening of proposals.

As further detailed in the Proposal 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, popularly known as 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, Miami-Dade 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, 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 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, written or otherwise, with Competitive Selection Committee members or 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 of Miami-Dade County 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

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, 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.

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, 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.

2.0 SCOPE OF WORK

See Attachment A

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. 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.

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 criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Competitive Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Helicopter Performance	200
2. Compliance Matrix – Attachment B	200
3. Proposed Training Plan	100
4. Proposed Delivery Schedule	50
5. Proposed Transition Plan	50
6. Proposed Leaseback Plan: County usage of the Bell 412EP helicopter during the manufacturing and acceptance period	50
7. Proposer's Maintenance and Support	150

<u>Price Criteria</u>	<u>Points</u>
8. Price of each Helicopter (Proposed Configuration)	100
9. Sale Price for 4 Bell Helicopters	50
10. Leaseback Plan	50

4.3 Product Demonstration: Time is of the essence.

As part of the evaluation process, Proposers may be asked to provide its proposed helicopter for demonstration and inspection by the County. Such request by the County may be given on short notice. As such, Proposer is advised that any demonstration and inspection will be held at Tamiami Executive Airport-Miami-Dade County Air Rescue: 12800 SW 145th Avenue, Miami, FL 33186.

4.4 Selection Factor

A Selection Factor is not applicable to this Solicitation.

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 of Miami-Dade County

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 Miami-Dade County Code of Miami-Dade County, 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 Competitive Selection Committee 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, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) 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(s). 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 Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.) and 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.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. The County Mayor or designee will make an award recommendation that will be forwarded to the Board of County Commissioners for consideration. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed to be in the best interest of the County.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer at the Board of County Commissioner's meeting of November 19, 2019. Provisions of Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21 are waived for this solicitation in order to expedite the award of the contract.

5.0 TERMS AND CONDITIONS

The County's anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement.

- a) **Vendor Registration:** Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.
- b) **Insurance Requirements:** See attached Draft Form of Agreement.
- c) **Inspector General Reviews:** See attached Draft Form of Agreement.
- d) **User Access Program:** Only applies to the Maintenance and Support Plan. See attached Draft Form of Agreement.

6.0 ATTACHMENTS

Scope of Work – Attachment A

Proposal Submission Package, including:

- a) Proposer Information Section
- b) Attachment B: Compliance Matrix
- c) Price Proposal Schedule
- d) Web Forms – Proposal Submittal Form, Subcontracting Form, Lobbyist Registration for Oral Presentations Affidavit (applies to Product Demonstrations), and Contractor Due Diligence Affidavit

Draft Form of Agreement

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT A - SCOPE OF WORK

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Fire Rescue Department (Fire Rescue), is soliciting proposals from qualified Proposers for purchase of four (4) new helicopters that meet specifications and requirements detailed herein. The helicopter purchase requires the Proposer to a) provide four new helicopters to the County, b) purchase the County's existing fleet of four Bell 412EP helicopters, c) provide a maintenance and support plan for the new helicopters for up to 15 years (Initial term of 5 years and two 5-year options-to-renew at the County's sole discretion), d) provide pilot, mechanic/technician and medic training/transition programs, and, e) provide a leaseback plan for the County to use the existing helicopters while the new helicopters are manufactured and accepted by the County.

2. COUNTY BELL 412 HELICOPTER INVENTORY

	Tail number	Serial	Year	Airframe TT	Engines TT
AR1	N911AR	36382	2005	3138.7	2927.9/2978.4 (4000 hr. TBO on engines)
AR2	N911FD	36269	2000	4775.7	973.6/972.6 (Due engine package in 200 hrs.)
AR3	N911FR	36248	1999	5340.5	1421.5/1430.0 (New engine package)
AR4	N911RA	36358	2004	3206.9	3116.0/3116.0 (4000 hr. TBO on engines)

3. COUNTY SPECIFICATIONS FOR NEW HELICOPTER

This portion of the Scope of Work specifies the requirements for the physical characteristics, performance, and associated services for each purchased Helicopter.

- a. Quantity - The County desires to purchase four (4) Helicopters.
- b. Operating Environments - Each Helicopter must be able to operate during the day, at night, and over all parts of Miami-Dade County, including its waterways and offshore. As a matter of operating policy, it is intended that the Helicopters will be operated with two pilots under Visual Flight Rules (VFR) and Instrument Flight Rules (IFR), and who will be certified for Night Vision Imaging System (NVIS) operations.

4. PROJECTED HELICOPTER USAGE LEVELS AND MISSION DEFINITIONS

- a. Usage Levels - Each Helicopter shall be capable of flying a minimum of five hundred (500) hours per year (approximately 625 annual missions per Helicopter). While the majority of missions are flown under Visual Flight Rules (VFR), instrument recoveries to area bases and other airports are flown under Instrument Flight Rules (IFR).
- b. Mission Definitions – MDFR operates within a "Multi-Mission" profile that includes medical evacuation, fire suppression, search and rescue, homeland security and damage assessment. Definitions of each of these missions are below:
 - i. Medevac - The "Medevac" mission as used in this document means the provision of emergency medical services care in conjunction with the rapid helicopter transport of an ill or injured patient from a field site to a trauma center or other specialty referral center within an expedited timeframe. Inter-hospital transfers are included in this mission type, and involve a helicopter providing transport for injured or ill patients from one hospital to an institution providing a higher level of medical care. Currently, approximately ninety five (95) percent of MDFR helicopter flights involve medical evacuations. The majority of helicopter

medical evacuations are being flown in response to motor vehicle crashes and other types of traumatic incidents generating requirements that two (2) or more patients be immediately evacuated from an incident site. Accordingly, each Helicopter must have the capability of simultaneously transporting at least two (2) critically injured persons in a side-by-side litter configuration, and accommodate the transport of two (2) or more medical-flight attendants. The helicopter performance requirements and configurations applicable to inter-facility transport of critically injured or ill patients from one treatment center to another are essentially identical to those associated with a medical evacuation except that:

- In lieu of a second patient, some piece of specialized medical equipment, e.g., a neonatal isolette may be installed.
 - Beyond the medical-flight attendants who are regular members of a Helicopter flight crew, it may be necessary to transport one or more additional medical professional(s). These medical professionals will typically be provided by a trauma or medical specialty referral center.
- ii. Search and Rescue - The “Search and Rescue” mission as used in this document means the provision of aerial search and rescue services for lost or disoriented persons, and missing or overdue helicopter and watercraft. This definition includes hoisting operations and the High-Rise Emergency Aerial Tactical (HEAT) Program, which uses helicopter lift capability to transport fire-rescue personnel in high-rise building emergencies.
 - iii. Aerial Support - The “Aerial Support” mission as used in this document means the use of the helicopter for situational awareness in aiding firefighting tactics, relaying of critical information to ground personnel, providing light during night operations and infrared video imaging
 - iv. Homeland Security - The “Homeland Security” mission as used in this document means the provision of patrol checks of identified potential terrorist targets, performing maritime special operations sorties, evacuation duties and transporting State officials.
 - v. Fire Suppression – The “Fire Suppression” mission as used in this document means the use of a water transport system to aid in extinguishing fire.
 - vi. Damage Assessment - The “Damage Assessment” mission as used in this document means the use of a helicopter as an aerial survey platform to survey, photograph and down link images of an area that has suffered from a natural or manmade disaster.

Note:

Except for minor, temporary adjustments in configurations, the helicopter performance and helicopter-system requirements associated with search and rescue, aerial support, homeland security, fire suppression and damage assessment flights are essentially identical to those required for medical evacuations. If, while an County-operated helicopter is performing some lower -priority task, a higher priority requirement develops, e.g., an accident requiring a medical evacuation, that helicopter will immediately be redeployed to meet the new, higher-priority requirement; hence, the need for a true multi-mission operating capability.

5. GENERAL INFORMATION

Unit of Measure - Unless otherwise specified, the following units of measurement shall be used when specifying the Helicopter characteristics, performance data and maintenance:

Temperature shall be expressed in degrees Celsius (°C). Unless otherwise specified, the outside air temperature standard shall be the International Standard Atmosphere (ISA). Weight shall be expressed in pounds (lbs.), and Crew and Passenger weight shall be calculated at 250 lbs. per person. Additionally:

- Altitude shall be expressed in feet.
 - Airspeed shall be expressed in knots.
 - Wind speed shall be expressed in knots.
 - Fuel volume shall be expressed in US gallons.
 - Physical dimensions shall be expressed in feet and inches.
- a. Standard Mission Configurations - The Helicopter shall be used in a multi-mission environment. Hence all mandatory installed mission equipment detailed in this Scope shall be carried onboard the Helicopter at all times. The primary variable in mission configuration will be the number of crew, patients, and passengers and their associated equipment.
- i. Medevac:
 - Two (2) Pilots
 - Minimum Two (2) Paramedics
 - Minimum Two (2) Patients
 - ii. Search and Rescue:
 - Two (2) Pilots
 - Two (2) Paramedic
 - Either Two (2) Survivors and One (1) United States Coast Guard (USCG) Rescue basket, Stokes basket and Equipment (130 lbs.)
 - iii. Homeland Security:
 - Two (2) Pilots
 - Two (2) Paramedic
 - Two (2) Passengers
 - iv. Fire Suppression:
 - Two (2) Pilots
 - Two (2) Paramedic
 - Water transport and release device, i.e., "Bambi bucket" or other method
 - v. Aerial Support:
 - Two (2) Pilots
 - Two (2) Paramedic
 - Two (2) - four (4) Passengers
 - vi. Damage Assessment:
 - Two (2) Pilots
 - Two (2) Paramedic
 - Two (2) to eight (8) Passengers

6. PERFORMANCE WORK STATEMENT (for all four helicopter)

The Helicopter shall have all the components, equipment and systems that are required to allow the Helicopter to meet the mission requirements of this Scope, installed, certified and ready for use prior to delivery. This shall include those items that are inherently included in a particular helicopter but not described in this Scope.

a. Certificate

The Helicopter shall be Type certificated by the Federal Aviation Administration (FAA).

b. Crashworthiness

Notwithstanding that the Helicopter shall be certified under FAR Part 27 or Part 29, particular attention will be paid to features that enhance crashworthiness, safety certified fuel systems, and crew and passenger survivability.

c. FAR Part 135 Compliance

The Helicopter shall meet the requirements of FAR Part 135 for the purposes of required installed equipment and systems. It is assumed that all required equipment and systems shall meet these requirements.

d. Weight and Balance

When operated in accordance with the Standard Mission Configurations, the Helicopter's center of gravity (CG) shall not be allowed to move beyond the prescribed limits as specified in the manufacturer's specifications.

e. General Helicopter Configuration

The Helicopter shall be a twin-engine, multi-mission helicopter certified for day and night Single and/or Dual Pilot Visual Flight Rules (VFR). Instrument Flight Rules (IFR) and Night Vision Imaging Systems (NVIS) operation shall be as required by FAR Parts 91 and 135. The Helicopter shall be equipped with dual flight controls.

f. Standardization

All Helicopters and installed equipment shall be standardized. Should any OEM-generated modifications occur to the Helicopter or installed equipment during the procurement period, modifications shall be retrofitted to Helicopters and installed equipment that have already been delivered and accepted by County.

g. Helicopter Capability

Unless otherwise specified, the following conditions and Helicopter configurations shall be used in specifying and satisfying the Helicopter performance capabilities throughout this Scope. The Helicopter shall:

- i. Have all the systems that are required to allow the Helicopter to meet the mission requirements of this Scope installed and ready for use, to include those items that are inherently included in a particular helicopter but not described in this Scope.
- ii. Have sufficient fuel capacity, at Standard Mission Configuration helicopter weight, for one and one half (1.5) hours of flight plus a thirty (30) minute reserve at one hundred and twenty (120) knots Indicated Air Speed (IAS).
- iii. Minimum useful load of 4,800 lbs.
- iv. Have the Automatic Flight Control System (AFCS).
- v. Have all equipment that draws engine bleed air operating, and any heating and de-ice/anti-ice equipment on, except that engine bleed air services may be turned off, if required in the Limitations Section of the Rotorcraft Flight Manual (RFM), for take-off hover and landing maneuvers.
- vi. Have all installed equipment drawing electrical power.

vii. Not exceed any helicopter structural design or dynamic component or engine parameter limitation. Engine performance shall be based on engines that are operating at minimum installed specification, such that further degradation in engine performance would warrant maintenance action.

7. PERFORMANCE REQUIREMENTS

- a. **Temperature** - The Helicopter shall be capable of continuous operations within the temperature range of minus thirty (-30) °C to plus forty-nine (+49) °C.
- b. **Cruise Speed and Velocity Not to Exceed (VNE)** - The Helicopter shall be capable of maintaining one hundred and twenty (120) knots IAS in the Standard Mission Configurations at two thousand (2000) feet Pressure Altitude (PA) and twenty-two (22) °C. For any condition where VNE is one hundred and twenty (120) knots IAS or greater, VNE shall not be reduced below one hundred and twenty (120) knots IAS by the addition of any helicopter modifications or installed equipment.
- c. **Instrument Speed** - $V_{min(i)}$ for instrument approaches utilizing the AFCS shall not exceed sixty-five (65) knots IAS.
- d. **Hover Performance** - The Helicopter shall be capable of vertical and horizontal controlled hover maneuvers in still wind conditions in a Hover Outside Ground Effect (HOGE) at two thousand (2000) feet Pressure Altitude (PA) and twenty-two (22) °C.
- e. **Start and Shut-Down Wind Limitations** - The Helicopter shall be capable of starting up and shutting down in minimum sustained wind conditions of forty (40) knots, with gusts to fifty (50) knots.

8. AIRFRAME AND ENGINE SYSTEMS

- a. **Landing Gear** - The Helicopter shall be equipped with either fixed or retractable landing gear. If the Helicopter is equipped with a retractable system, a gear position indicating system, low altitude 'gear up' warning system and emergency extension system shall be installed. If equipped with a wheeled system, wheel brakes shall be installed. The landing gear shall permit landing on soft and unprepared surfaces without sustaining Helicopter damage and without requiring unscheduled maintenance action. In addition, the landing gear shall incorporate provisions for towing on paved, grass or gravel surfaces.
- b. **Tail Rotor System** - The tail rotor blade tip clearance above the ground shall be no less than six (6) feet, or the tail rotor system shall be shrouded.
- c. **Anti-Icing System** - Icing protection shall be provided to the pitot-static system.
- d. **Fire Warning and Protection** - The Helicopter shall be equipped with fire detection systems for the baggage compartment (if configured with one) and each power plant. Additionally, the power plants shall be equipped with a suppression system that shall be capable of providing a second discharge of extinguishing agent into an affected power plant compartment.
- e. **Fuel System** - The Helicopter shall be equipped with a single gravity-refueling orifice or double adjacent orifices. All fuel tanks and lines shall be crashworthy in accordance with FAR Part 27 or Part 29, as applicable.
- f. **Airframe Hour Meter** - The Helicopter shall be equipped with an airframe hour meter that shall be connected to the collective control system or landing gear and be capable of tracking helicopter operating hours.

- g. Health and Usage Monitoring System (HUMS)** - The Helicopter shall be equipped with a Health and Usage Monitoring System (HUMS), or similar system, which incorporates integrated helicopter sensors, wiring, and data acquisition systems to provide, at a minimum, the following capability:
- i. Rotor track and balance for all rotors.
 - ii. Monitoring and recording of key systems parameters, to include:
 - Engine starts
 - Exceedances
 - Dynamic Component Vibration
 - Performance Trending
 - iii. Data shall be capable of being downloaded and uploaded between the HUMS and a PC-based ground station computer using provided software. The ground station computer shall be capable of storing, processing, analyzing, and presenting HUMS data.
- h. Cockpit and Cabin Acoustics** – Helicopter interior noise levels shall not exceed ninety (90) dB, measured without ear protection, while operating at any time within the Helicopter flight envelope.
- i. Doors** - The Helicopter shall be equipped with sliding doors on each side of the cabin that shall be capable of being opened and closed in flight at up to forty (40) knots IAS. Hoisting operations shall take place from the right cabin door. The dimensions of each open cabin door area shall allow for patient loading and unloading, as well as hoisting operations in which a United States Coast Guard (USCG) rescue basket is deployed to and from the cabin. All Helicopter doors shall feature a single key lock design, enabling all doors on all supplied Helicopters to be activated by the same key. A warning system shall be installed which indicates whether the doors are open or closed and locked. Cockpit ingress and egress shall be aided by steps at the cockpit doors.
- j. Engine Compressor Washing** - The Helicopter shall be equipped with engine compressor wash connectors.
- k. Chip Detectors** - Engines and transmission components shall be equipped with chip detectors.
- l. Engine Inlet Protection** - The Helicopter shall be equipped with non-bleed air engine inlet air management, barrier or filter systems to prolong engine life and protect engines from damage caused by foreign objects.
- m. Emergency Locator Transmitter** - The Helicopter shall be equipped with a 406 MHz Emergency Locator Transmitter (ELT) that interfaces with the installed Global Positioning System(s) (GPS). The ELT shall be capable of automatic activation, and manual activation from the cockpit.
- n. Environmental Control** - The Helicopter shall have an Environmental Control Unit (ECU) or Environmental Control System (ECS) that provides heated and cooled air with the ability to maintain cockpit and cabin temperature between eighteen (18)°C and twenty-nine (29)°C. The system shall provide defogging capability to cockpit windows.
- o. Windscreen Wipers** - The Helicopter shall be equipped with a windscreen wiper system for both front windscreens that can be operated throughout the flight envelope.
- p. Windshield protection**: Highest protection available for bird strikes.
- q. Outside Air Temperature Gauge** - The Helicopter shall be fitted with a system to indicate the outside air temperature in degrees Celsius.

- r. **Emergency Exits** - The cockpit and cabin shall be equipped with emergency exits.
- s. **High Visibility Blades** - The Helicopter shall have high visibility main rotor blades and tail rotor blades (if not shrouded).
- t. **Wire Strike Protection System** - The Helicopter shall be equipped with a Wire Strike Protection System (WSPS). The system shall not compromise Helicopter ground handling operations.
- u. **Paint and Registration Numbers** - The Helicopter paint scheme will resemble the current helicopter paint scheme of no less than five colors (5), detail of which shall be determined after contract award. Helicopter registration numbers shall be selected by County.

9. COCKPIT (GENERAL)

- a. **Portable Fire Extinguisher** - One (1) portable fire extinguisher shall be installed in the cockpit, and shall be accessible from the pilot and/or co-pilot positions.
- b. **Seating** - The pilot and co-pilot seats shall be identical, interchangeable, and of energy attenuating, stroking design. Each seat shall provide vertical adjustment and be fitted with a four (4) or five (5)-point harness repurchase mechanism.
- c. **Clocks** – A minimum of two (2) Daylight Readable LCD digital clocks with chronograph and countdown timer functions shall be installed at the pilot and co-pilot positions.
- d. **Publication and Chart Storage** - Each pilot position shall be provided with an illuminated approach plate holder that shall be positioned so as not to obscure any cockpit instrumentation or outside viewing area. In addition, publication and chart storage shall be provided at each pilot position (location and dimensions to be determined).
- e. **Ventilation** - Each pilot position shall be provided with fresh air vents.
- f. **Blackout Curtain** - A blackout curtain shall be installed between the cockpit and cabin area that fully isolates the cockpit from any cabin lighting.
- g. **Flashlights** - Two (2) portable LED white NVIS compatible rechargeable flashlights shall be provided and mounted in re-charging facilities in the cockpit.

10. ELECTRICAL

- a. The Helicopter electrical systems shall produce both twenty-eight (28)-volt DC and one hundred fifteen (115)-volt AC power, and shall be capable of meeting all of the electrical requirements of each of the Standard Mission Configurations. This capability shall not be compromised by the failure of a single generator or alternator failure, or a single-engine failure except that it is understood that some non-essential systems may be required to be shed for single generator or alternator operations. A one hundred fifteen (115)-volt AC, sixty (60) Hz inverter with Ground Fault Interruption (GFI) protection shall be installed to convert helicopter power for use with medical equipment.
- b. The electrical power system shall be designed to meet the maximum power requirements of FAR 29.1309 and FAR 29.1351. The Helicopter shall also be designed to meet the IFR battery endurance requirement to allow a battery with an eighty-five (85) percent charge to power the essential helicopter systems for thirty (30) minutes in the event of a dual generator failure.
- c. No one fault in the electrical system shall cause complete loss of electrical power, compromise mission completion, or be hazardous to flight safety.

- d. A device to discharge airframe static electricity to ground shall be permanently installed to automatically ground the Helicopter upon landing.
- e. **Battery** - At least one (1) heavy-duty twenty-eight (28) volt, fully charged “ready-for-use” Lead acid or equivalent battery shall be installed.
- f. **External Power** - A twenty-eight (28) volt DC external power receptacle shall be installed.
- g. **Medical Shore Power** - A one hundred fifteen (115)-volt AC medical equipment ‘shore power’ system shall be installed to allow the powering and charging of medical systems, equipment and cabin lighting when the Helicopter’s power generating systems are inactive. A secondary dedicated ‘shore power’ outlet shall be installed to allow the powering of a carry-on onboard heater or other equipment. These two (2) one hundred fifteen (115)-volt AC plugs shall be compatible with any standard electrical extension cord. The shore power door shall incorporate a warning system to indicate the door status.
- h. **Electrical Outlets** - A minimum of two (2) one hundred fifteen (115)-volt AC electrical outlets and two (2) twenty-eight (28)-volt DC electrical outlets shall be available in the cabin (positions to be determined). The total electrical current available shall be capable of providing simultaneous power to medical equipment use at all cabin outlets.

11. LIGHTING

The Helicopter shall have the capability to be operated in a full Night Vision Imaging Systems (NVIS) environment. Therefore, no systems and components that produce light in or on the Helicopter (internal and external) shall interfere with pilot or crewmember use of NVIS. This pertains to all light sources. In addition, installed lighting shall allow the pilot(s) to operate in the cockpit in an NVIS environment, while at the same time allowing crewmembers to operate in an unaided environment in the cabin. Compliance with this specification shall be demonstrated during County inspection. Lighting systems and components shall comply with FAA 8900.1 CHG 672 4-1126(D) for NVIS compatibility. Such systems and components shall not compromise daylight readability of NVIS components. Instrument lighting intensity levels shall be consistent throughout the cockpit. The Helicopter shall contain provisions for maintenance personnel to adjust the cockpit instrument panel lighting intensity of any panel to match that of all adjacent panels. Where possible, internal and external lighting shall be of Light Emitting Diode (LED) type.

a. **External Lighting**

- i. **Anti-Collision Lights** - A dual LED, high-intensity, strobe anti-collision lighting system shall be installed. This system may be combined with a position light system.
- ii. **Loading Lights** - External loading lights shall be installed to illuminate the ground in proximity to the cabin doors.
- iii. **Hoist Light** - Lighting shall be installed to illuminate the hoist area.
- iv. **Tail Rotor Lights** - Lighting shall be installed to illuminate the tail rotor environment.
- v. **Main Rotor Lights** - Lighting shall be installed to illuminate the main rotor disc. This may be accomplished using the upper light of a Forward Facing Recognition Light system.
- vi. **Landing Lights** - Dual, high intensity, retractable landing lights shall be installed. At least one (1) of these lights shall have a minimum intensity of eight hundred thousand (800,000) candlepower. These lights shall be individually and independently controllable in azimuth and elevation from both pilot positions, except that one (1) light may be controllable in elevation only.
- vii. **Hover Light** - A single hover light system shall be installed.
- viii. **Forward Facing Recognition Lights** - Forward facing recognition lights with flashing capability shall be installed.
- ix. **Search Light** - A single, NVIS-compatible In-Flight Change Over (IFCO) search light (example, Nightsun, etc., together with a quick-repurchase mounting kit shall be installed. The light shall be controllable from the pilot and co-pilot flight controls as well as the cabin area, and shall be slaved to the thermal imager/color camera

b. Internal Lighting

General - The Helicopter shall be equipped with a pilot or co-Pilot controlled, dual mode, variable intensity interior lighting system that will provide standard white light or NVIS white or blue-green compatible light. A cabin lighting master control switch shall be positioned in the cockpit. Map Lights - light shall be available at each pilot position.

c. Cabin Lighting

- i. A cabin lighting activation system shall be installed that shall be powered directly from the battery bus, and controlled independently of the cabin lighting master control switch. Activation shall be controlled from switches located inside the cabin at both cabin door positions.
- ii. The cabin lighting intensity controls shall be located within easy reach of the medical attendant seats.
- iii. Overhead LED lights shall be installed that illuminate the cabin area, with additional directed lighting above the primary and secondary patient positions, and the primary and secondary attendant seats.
- iv. Task lighting shall be installed at the hoist operator's position.
- v. Emergency Lighting - All installed emergency lighting batteries shall be trickle-charged through the helicopter electrical system.
- vi. Flashlights - One (1) portable LED white NVIS compatible rechargeable flashlight shall be provided and mounted in a re-charging facility in the cabin.

12. AVIONICS

An avionics master switch shall be installed. The switch shall incorporate a fail-safe to "Avionics On" feature.

13. FLIGHT INSTRUMENTATION

- a. General - The pilot and co-pilot positions shall be located in a side-by-side arrangement, and each position shall be provided with all instruments and instrument controls. To the maximum extent possible, the Helicopter shall be equipped with a fully integrated avionics suite that interfaces with installed Primary Flight Displays (PFD) and Multi-Function Displays (MFD).
- b. Display of Information - Large format, color Liquid Crystal Display (LCD) or equivalent, PFDs shall be installed to display primary attitude and horizontal situation instruments and navigation information at both pilot positions. All other cockpit instrumentation information may be presented through integration into the above-mentioned displays, additional large format color LCD MFDs, conventional electro-mechanical analogue instruments, or a combination thereof.
- c. Standby Instrumentation – The Helicopter shall be equipped with back-up instrumentation independent of the primary flight instrumentation systems, which shall include, at a minimum, attitude, heading, airspeed and barometric altitude information.

14. COMMUNICATIONS SYSTEMS

- a. General - The installed radio communications system shall be required to operate within the following frequency ranges:

Low-Band VHF	30 MHz to 50 MHz
Mid-Band VHF	72 MHz to 76 MHz
	118 MHz to 136 MHz

Air Traffic Control (ATC) VHF	
High-Band VHF	138 MHz to 144 MHz 148 MHz to 174 MHz 220 MHz to 222 MHz
Low-Band UHF	406.1 MHz to 420 MHz 450 MHz to 470 MHz 470 MHz to 512 MHz
800 MHz Band	806 MHz to 824 MHz 851 MHz to 869 MHz
700 MHz Band	764 MHz to 776 MHz 794 MHz to 806 MHz

- b. Public Use/Tactical Communications - The tactical (non-Air Traffic Control) radio suite shall be P25/National Incident Management System (NIMS) compliant, and shall permit simultaneous independent transmission and reception on any combination of the above-mentioned radio frequency bands without mutual interference and without interference with any other Helicopter system. The system shall include front-programmable transceiver(s) and allow for cross band repeat and simulcast on any or all bands (selectable by the operator). The tactical radio suite shall incorporate a minimum of one (1) primary transceiver in the cockpit and two (2) remote control head in the cabin. The remote control head shall provide remote slaved operation to the primary transceiver. Additionally, a system programmable 'guard frequency' capability shall be available.
- c. Air Traffic Control Communications - The Helicopter shall be equipped with two (2) transceivers to operate in the Air Traffic Control frequency band.
- d. Satellite Communication and Flight Following System – The helicopter shall be equipped with a system which shall have the following capabilities:
- e. Real Time Satellite Flight Following.
- f. Two-way text messaging with pre-programmed and user programmable capability
- g. One (1) display and control unit in the cockpit, and two (2) display and control unit in the cabin.

15. INTER-COMMUNICATION CONTROL SYSTEM (ICS)

The Helicopter shall be equipped with pilot and co-pilot audio mode selectors and a minimum of four (4) cabin crew audio mode selectors incorporating keyed ICS, VOX ICS and volume adjustment capability. In addition, ICS stations shall be located at each passenger position in the cabin. All cabin crew and passenger ICS stations shall be equipped with an appropriate ICS cord incorporating a press to transmit, keyed ICS, VOX ICS and volume adjustment capability incorporating a press to transmit, keyed ICS, VOX ICS and volume adjustment capability.

Incorporating a press to transmit, keyed ICS, VOX ICS and volume adjustment capability. The Helicopter shall be equipped with an external ICS connection to facilitate crewmember communication with ground crew.

16. NAVIGATION SYSTEMS

- a. General - The Helicopter shall have an integrated navigation system that is operable and programmable from either pilot's position.
- b. Navigation Radios - The Helicopter shall be equipped with a minimum of two (2) VHF navigation transceivers that allow the Helicopter to fly Instrument Landing System ("ILS"), VHF Omni Radio Range ("VOR"), Localizer and Localizer Back Course instrument approaches.
- c. Automatic Flight Control System (AFCS) and Flight Director (FD) - The Helicopter shall be equipped with a four (4)-axis digital Automatic Flight Control System and Flight Director system that shall be operable throughout the Helicopter flight envelope. This system shall have stability and control characteristics which shall, in the event of any single failure of a flight control system component or AFCS component, permit continued safe flight. The AFCS shall provide the following:
 - i. Pitch, roll and yaw axis stabilization, with attitude hold and turn coordination capability.
 - ii. Altitude Hold Mode (both radar and barometric).
 - iii. Airspeed Hold Mode.
 - iv. Heading Hold Mode.
 - v. Vertical Speed Hold Mode.
 - vi. Auto Approach Mode. This capability shall enable the Helicopter to capture and track Wide Area Augmentation System (WAAS)-certified GPS, ILS (localizer and glide slope), VOR and Localizer Back Course approaches.
 - vii. Go Around Mode.
 - viii. Automatic Level Off capability that shall prevent the helicopter flying into the surface when in an AFCS-controlled descent.
 - ix. AFCS to Navigation Coupling. This capability shall enable the acquisition and tracking of a selected track based on WAAS-certified GPS, ILS, VOR, Localizer and Localizer Back Course signals, as well as a selected track based on pilot programmed flight routing with no pilot input required at each waypoint.
- d. Terrain Avoidance Warning System (TAWS) - The Helicopter shall be equipped with a Terrain Avoidance Warning System that shall meet, at a minimum, TAWS Class B requirements for helicopters.
- e. Transponder - The Helicopter shall be equipped with two (2) independent Mode S, ADSB in/out compliant transponder systems, one (1) of which shall be powered directly from the battery bus.
- f. Marker Beacons - The Helicopter shall be equipped with a marker beacon system.
- g. Radar Altimeter - The Helicopter shall be equipped with a radar altimeter system capable of providing absolute altitude information up to a minimum of one thousand (1000) feet, and shall incorporate a Decision Height (DH) selector and audio/visual warning system.
- h. Flight Data Recorder (FDR) - The Helicopter shall have a crash-hardened flight data recording system that continually records essential flight information, to include at a minimum: position; speed; flight path; altitude; helicopter roll, pitch and yaw information; and heading. The system shall retain no less than ten (10) hours of Helicopter operation. Data shall be capable of being downloaded between the recorder and a PC-based ground station computer using provided software. The system shall allow the ground station computer to store, process, analyze, and present the data.
- i. Cockpit Voice Recorder (CVR) - The Helicopter shall have a cockpit and cabin (HSA) voice recording device that is crashworthy and has a data recording capability which meets current or currently proposed FAR135 requirements. Notwithstanding this, the device shall have a data recording capability of at least two (2) hours before "record-over" commences.

- j. Cockpit Camera - The Helicopter shall have a cockpit camera capable of recording cockpit activity, and an associated video recorder. The crashworthy recorder shall have a data recording capability of at least two (2) hours before “record-over” commences.
- k. Traffic Alert and Collision Avoidance System (TCAS) - The Helicopter shall be equipped with a Traffic Alert and Collision Avoidance System that, at a minimum, meets the capabilities of a TCAS I system.

17. MISSION EQUIPMENT

General - Initial training on all mission equipment shall be provided to MDFR personnel by the equipment manufacturer or designated representative.

18. MULTI-MISSION INTERIOR

- a. The Helicopter shall be configured with a multi-mission interior that allows conversion from a two (2) patient medical configuration to an internal cargo transport configuration.
- b. The color of all internal plastic panels and upholstery shall be determined during the project development phase with the Contractor.
- c. The Contractor shall provide a means of demonstrating the design and functionality of the interior. All patients shall be loaded through the cabin side doors.
- d. If the Helicopter is not equipped with a separate Baggage/Cargo Compartment, any equipment listed in the Desired Specifications section of this Scope shall be stored in the cabin and shall not interfere with cabin operations.

19. FLOOR

The Helicopter cabin floor shall have the following characteristics:

- a. It shall be manufactured to provide optimal airframe protection from cabin fluid contamination; shall incorporate a drain, shall be easy to clean or decontaminate, and (if applicable) be easy to remove and reattach for maintenance purposes.
- b. It shall have a durable, dark colored, puncture resistant, non-skid surface; the non-skid surface being enhanced at cockpit and cabin access areas and the hoist operator area.
- c. A raised fluid dam shall separate the cabin from the cockpit.
- d. The floor shall incorporate sufficient tie down attachment points to secure internal cargo.
- e. The Helicopter cabin shall be equipped with two (2) primary medical attendant seats capable of rotation and lateral movement on surface mounted tracks. The seats shall be located at the head of the patient(s) and oriented along the Helicopter’s longitudinal axis. The seats are to be identical, interchangeable, and of energy attenuating, stroking design. Each seat shall be fitted with a minimum of four (4)-point harness with rotary repurchase mechanism and provide for a minimum of thirty (30) inches extended travel from the seated position.
- f. All seating and litter pad fabric and material shall meet the flammability requirements of FAR Part 25.
- g. The system shall be designed to meet FAA Crash Load requirements with a patient attached. The system shall accommodate a patient and associated medical equipment [the total of both will weigh no less than three hundred (300) pounds and whose length is no less than eighty-four (84) inches]. The primary patient loading system shall incorporate an articulating litter carriage device mounted on lateral

floor tracks. Lateral movement within the cabin shall allow the litter base to be positioned in the left, center or right area of the cabin. The system will be removable by the crew, allowing unrestricted cabin floor space for utility or internal cargo configuration.

- h. The system shall rotate tilt and translate longitudinally allowing single attendant positioning of the patient, and shall be capable of being extended through both sides respectful cabin door so as to minimize lifting during loading and unloading operations. Litter retention, movement and operation shall be provided by a single point control mechanism on each end of the litter system.
- i. The system shall be designed to minimize pinch hazards and sharp edges and corners, and will accommodate the loading and restraint of various multi-sized medical backboards and stretchers (to include Miller, NATO, and Stokes). The system will be field removable to allow easy cleaning and maintenance.
- j. Medical attendants shall have full body access to the patient, and the height of the patient off the floor shall provide for optimum airway access by an attendant seated at the patient's head.
- k. The Helicopter shall be equipped with a dual patient litter system with removable pads and a six (6) - point contamination-resistant restraint system. The litters shall be articulating, at least eighteen (18) inches wide, and the system shall incorporate the capability and certified to transport the patient in an elevated position (semi-fowlers) during take-off and landing.

20. OXYGEN SYSTEM

A gaseous medical oxygen system shall be available and shall be of a lightweight composite, along with regulators, a minimum of three (3) Ohio quick-disconnect outlets, two (2) flow meters and a pressure indicator. The bottle servicing system shall be equipped with a quantity gauge, quick-disconnect fittings and an easily accessible servicing port to allow servicing without bottle removal. The system shall incorporate a pilot-controlled shut-off valve and a high-pressure relief system.

21. SUCTION SYSTEM

The Helicopter shall be equipped with a dual regulated, continuous and intermittent suction system with two (2) outlets and minimum of one (1) disposable collection reservoir and mount. Additionally, one (1) battery powered portable suction device with mount shall be installed.

22. EQUIPMENT MOUNTS

The cabin shall be equipped with mounting systems to accommodate a minimum of two (2) bio-medical monitoring devices. The systems shall be articulating, incorporate a quick disconnect capability, and shall provide monitor visibility and accessibility from all attendant seats. Due to potential changes in the type of medical equipment used. The location and type of mounts shall be determined during the project development phase with the Contractor.

23. HANDHOLDS

Handholds (assist straps) shall be installed over all cabin doors and in the ceiling area between the pilot and co-pilot seats.

24. IV ATTACHMENTS

Four (4) low profile ceiling mounted attachment points for IV hooks shall be provided over the patient area.

25. CEILING HARD POINTS

Four (4) ceiling mounted hard points shall be provided to allow attachment of personnel safety harnesses.

26. STORAGE

The following storage shall be provided (all positions and dimensions to be determined):

- a. Modular, quick-removable medical storage pouches.
- b. A retention device for the primary medical bag that is within reach of each attendant.
- c. A modular storage container for accessories such as Night Vision Goggles, maps and personal floatation devices.
- d. A dual-lockable drawer or cabinet to secure controlled substances and/or handguns.
- e. Secure, protective storage for a laptop computer.
- f. Portable Fire Extinguisher - One (1) portable fire extinguisher shall be installed in the cabin.

27. FORWARD LOOKING INFRARED IMAGING SYSTEM:

The helicopter shall be equipped with a forward looking infrared imaging system, Manufacture: FLIR Model: STAR -380 HDC (or approved equal), and have fast disconnect brackets and applicable wiring, dual monitor will be installed to facilitate monitoring by pilots and flight crews in the aft of the cabin.

- a. Digital Video Recorder - The Helicopter shall be equipped with a Digital Video Recorder that shall be capable of recording input from the EO/IR system and hoist camera for a minimum of ten (10) hours utilizing internal or flash memory storage.
- b. The Helicopter shall be equipped with a Digital Microwave System that shall be fully integrated with the EO/IR system.
- c. A portable data link Handheld Receiver shall be provided with each Helicopter.

28. RESCUE HOIST

- a. The Helicopter shall be equipped with a Goodrich (or approved equal) rescue hoist system installed at the right cabin door. The hoist shall be capable of hoisting a minimum of six hundred (600) lbs. at a minimum speed of one hundred and fifty (150) feet per minute. Minimum usable cable length shall be two hundred and fifty (250) feet.
- b. Hoist controls, to include cable cutter operation, shall be available at the pilot and hoist operator's positions.
- c. The hoist shall be equipped with a lighting system, and a camera and recording device that shall be integrated into the onboard video recording system. The camera image will be displayed on the EO/IR and Tactical Moving Map displays.
- d. Cargo Hook - The Helicopter shall be equipped with hard points, provisions and controls for a one thousand (1000) lbs. capacity cargo hook. Three (3) hooks shall be provided for fleet use. Additionally wiring will be provided to accommodate fire suppression Bambi bucket on all helicopters.

29. HELICOPTER FLOATATION SYSTEM

Floatation device attached to the helicopter that deploys manually or automatically when the helicopter is ditched in water. The floats shall be able to support the helicopter during emergency egress.

30. MISCELLANEOUS

- a. A full set of mooring rings and rough weather tie-downs shall be provided for each Helicopter.
- b. Helicopter Jacking Equipment - Jacking pads or points shall be supplied to facilitate maintenance and/or removal of the landing gear.

31. TRAINING (GENERAL)

- a. The Contractor shall provide flight, simulator and ground training for eighteen (18) County pilots and eight (8) County technicians as listed below. Training shall include Contractor provided instructors for on-site entry into service support.
- b. Training shall be provided at no additional cost to the Miami Dade County

32. PILOT INITIAL TRAINING

- a. Pilot Factory School initial flight training, in the Contractor’s Helicopter or in an approved simulator, is to be provided, at the time of acceptance of the first Helicopter. Thereafter, pilots shall attend training on a monthly basis until all pilots have completed the training.
- b. All training costs including travel for pilots will be included in purchase cost.

33. FACTORY SCHOOL TECHNICIAN/MAINTENANCE TRAINING

- a. Training sequence shall begin at least four (4) months prior to delivery of the first Helicopter, with a minimum of two (2) technicians attending.
- b. Thereafter, two (2) technicians shall attend each month until all eight (8) have completed training.
- c. Upon completion of maintenance technician training the Contractor’s training center shall issue a certificate of completion, itemizing all areas of maintenance training completed, and endorsing technicians as certified to conduct maintenance tasks on the Helicopter.
- d. All training costs including travel for technicians will be paid by the Contractor.

34. PRODUCTION INSPECTIONS AND DELIVERY

County may inspect the Contractor’s facilities at any reasonable time. County cost to conduct inspection visits at the Contractor’s facilities shall be borne by the Contractor. Without limiting the County inspection rights, the following may be used as a guide to the County intentions. Inspections are for the purpose of assuring that all work is completed and all components are installed in accordance with contract specifications.

The inspection team normally will consist of two (2) County representatives.

- a. Two (2) inspection visits or more shall be conducted during the production and completion of each of the quantity of Helicopters for a specific delivery date. The Contractor shall pay necessary airfare and adequate per diem for (2) County personnel to conduct these three (3) inspections per specific delivery date.
- b. One (1) visit shall be conducted at the Contractor’s production facilities for inspection of the basic airframe, engines, drive train, rotors, flight controls, drawings, manuals and certification documentation of the Helicopters. The County will review all completion drawings and equipment schedules during the initial inspection visit.
- c. Two (2) progress inspection visits will be conducted at the Contractor’s completion facility during the completion phase of the Helicopters. Inspections will normally be coordinated at equal intervals between the initiation of the completion work and scheduled delivery date.
- d. Return visits may be necessary to complete the delivery and performance evaluation. All costs (lodging, transportation, and per diem) associated with any activity necessary to consummate either delivery or performance evaluation during return visits shall be borne by the Contractor.

35. FINAL INSPECTION

Final inspection and acceptance of the Helicopters shall be at Tamiami Air Rescue Station, Miami FL 33186. Any discrepancies or non-conformity to contract specifications shall result in the Contractor removing the

Helicopters for repair and/or modification, with all work accomplished and the Helicopters returned within thirty (30) days.

- a. The Contractor shall provide for all fuel and lubricants necessary for the final inspection flight.
- b. The Contractor shall provide lodging and sufficient per diem for three (3) County employees (2 Pilots, 1 Mechanic) for the duration of the ferry flight based on an eight- (8) hour crew day with no more than six (6) hours of flight time each day. The Contractor will provide a pilot for each ferry flight.
- c. All delays, failures (mechanical) prior to County final acceptance shall be borne and corrected at Contractor's expense.

36. PARTS, TOOLS AND SERVICES – PURCHASE AND RENTAL

The Contractor shall provide parts, tools, including helicopter covers, ground handling wheels, tow bars and services for purchase/rental as needed by the County.

37. HARD COPY MANUALS

The Contractor shall provide the following manuals, publications, updates, subscriptions and systems which shall be delivered to Miami Dade Fire Rescue at no additional cost to the County:

- a. One (1) per Helicopter - Rotorcraft Flight Manuals and associated Supplements plus ten two (2) year revision service.
- b. Two (2) in Total – Engine Maintenance Manuals and associated Supplements plus ten two (2) year revision service, delivered two (2) months prior to the first Helicopter delivery.
- c. Two (2) in Total – Engine & Airframe Illustrated Parts Catalogs plus ten (2) year revision service, delivered two (2) months prior to the first Helicopter delivery. This also includes price list(s) for the helicopter (system)
- d. Two (2) in Total – Airframe Maintenance Manuals and Associated Supplements plus two (2) year revision service, delivered two (2) months prior to first Helicopter delivery.
- e. Engine & Airframe Log Books for each Helicopter at delivery.
- f. Weight & Balance Data for each Helicopter at delivery.
- g. Two (2) in Total – Wiring Diagrams and Schematics for all electrical systems delivered with the first Helicopter. Diagrams shall be the latest revision.
- h. Operating & Maintenance Manuals for all installed avionics and equipment for each Helicopter plus ten (2) year revision service, delivered two (2) months prior to first Helicopter delivery.
- i. Two (2) in Total - Helicopter schematics delivered with first Helicopter. Schematics shall be the latest revision.

38. SPARE PARTS ACCOUNT

The Contractor shall provide the County a credit for spares, special tools, and ground support equipment upon final acceptance of each helicopter by the County and Contractor's receipt of payment for each helicopter. Such credit shall be used by the County within the three (3) years from the date of acceptance of the last helicopter. Should the County not have used all of the allocation allotted with the period specified above, the County shall be entitled to a refund of the unused amount.

PROPOSER INFORMATION

PROPOSER INFORMATION

Helicopter Performance

1. Describe in detail the proposed helicopter and provide a complete technical description.
2. Provide the following technical information in the format below and attach backup calculations or source data:

Technical Feature	Response
a. Helicopter speed(s)- in Knots i. max speed ii. cruise speed	
b. Flight range (base, no accessories) – in nautical miles	
c. Fuel capacity (base, no accessories) – in pounds	
d. Horsepower (in HP)	
e. Cabin volume - in ft ³	
f. Standard seating capacity (2 + X)	
g. Maximum gross weight in pounds	
h. Time interval before overhaul – in flight hours	
i. Safe operations on one engine (flying and hovering capabilities) – Yes or No	
j. Fuel efficiency (in gallons per mile)	
k. Water hoisting capacity – in gallons	
l. Helicopter performance upon loss of transmission oil (Yes/No)	

3. Provide details of the helicopter's health monitoring system(s).
4. Describe the helicopter's ability to transport four (4) backboard immobilized patients.
5. Describe the safety features of the proposed helicopter for over water search and rescue options at night.
6. Does the proposed helicopter meet current crashworthiness requirements of FAR Part 29.952?
7. Describe the helicopters EMS capability for transporting two critical patients while flight paramedics are performing proper CPR.
8. Describe the helicopter's capability to conduct hoist operations in forward motion (dynamic hoisting).
9. Describe the helicopter's capability to perform fire suppression missions. For example, with 50% fuel on-board, how much water could be transported?
10. Describe the helicopter's ability to safely accommodate four (4) flight paramedics while transporting two (2) critical patients.
11. Does the proposed helicopter meet CAT-A certification requirements for take-off and landing at maximum gross weight?
12. Describe the proposed helicopter's fly-away capability during a single engine loss while operating within the "shaded area" of the height/velocity diagram (at maximum gross weight).
13. Describe the avionics proposed on the helicopter. How does the proposed avionics assist or aid in search and rescue operations.
14. What is the main rotor transmission "run dry" time? What testing standard was used to determine the time?
15. Describe the proposed helicopter's standard and long-range capabilities, including standard and auxiliary tanks (if applicable).

16. Provide proposed helicopter Rotorcraft Flight Manual.
17. Provide proposed warranty policy for the helicopter. Policy shall include but not limited to coverage details, limitations/exclusions, warranty period, spare parts provision, claim and return submittal processes, and contact information.

Compliance Matrix

18. Complete Attachment B.

Proposed Training Plan

19. Provide a detailed Proposer's Training Plan for pilots and technicians. Proposers shall provide their proposed training plan and details including but not limited to ground school, simulator, and pilot training with the new helicopters. Provide training location and duration of each training. Additionally, identify refresher training schedules.

Delivery Schedule

20. Provide a delivery schedule (assuming Notice-To-Proceed is November 21, 2019) that details the timeframe. Include the manufacturing location as well as configuration location, if different from the manufacturing location. Also provide expected delivery dates to County location. Include specific key tasks and duration.
21. Provide description and country of supply for major parts used to manufacture the proposed helicopter. Include first tier suppliers only.

Transition Plan

22. Provide a detailed Transition Plan that describes the County's transition to the proposed helicopter. The Plan duration shall not exceed 120 calendar days from delivery of the first helicopter to the County. The Plan should include, but is not limited to, the level of support from the Proposer including resources from the Proposer, and any costs and requirements related to the County's transition. All onsite and offsite resources available to the County during the transition period shall be included.

Leaseback Plan

23. Provide a leaseback plan for the County to use the existing helicopters while the new helicopters are manufactured and accepted by the County. County responsibilities and obligations shall be identified as well as any restrictions on the helicopter utilization, including flight hours, during the term of the lease.

Maintenance and Support

24. Provide the Proposer's Maintenance and Support Service Plan (Plan) for the new helicopters. Proposers shall provide their proposed Plan and details including but not limited to Plan coverage and exclusions, County responsibilities, Plan procedures, Logistics Support, Warranty coverage and exclusions, and Reporting mechanisms.
25. Provide details on the schedule to be followed by the County for recommended inspections and preventive maintenance for the proposed helicopter.
26. Helicopter Engine Maintenance Costs: Provide information in the format below for the proposed helicopter and show how costs were derived.

Operating Cost/Mile (in USD)	
Operating Cost/Hour (in USD)	
Engine operating cost/hour (in USD)	

27. Provide engine maintenance vendor for the proposed Helicopter if not covered by the Proposer's Maintenance and Support Plan.

28. Provide avionics maintenance vendor for the proposed Helicopter if not covered by the Proposer's Maintenance and Support Plan.
29. 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). All Proposal alternatives offered must be specific. The Proposal alternative(s) shall include an explanation of how the alternative(s) meet the requirements of the Solicitation. Alternatives will be considered during the evaluation process. 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. 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.

**ATTACHMENT B
COMPLIANCE MATRIX**

(Provided as a fillable word document)

PRICE PROPOSAL SCHEDULE

Price Proposal Schedule

INSTRUCTIONS:

The Proposer's price shall be submitted on this form and in the manner stated herein; **there is no exception allowed to this requirement.** Proposer is requested to fill in the applicable blanks on this form and to make no other marks.

A. PROPOSED PRICE FOR FOUR NEW HELICOPTERS

New Helicopters	
Price of each helicopter:	\$

Notes:

1. Pricing for helicopters shall be inclusive of all warranty, delivery (on-site to Miami-Dade County) training, transition plan and funding for the recommended spare parts account.
2. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, should be included in the Proposer's helicopter price, as they shall not be reimbursed separately by the County.

B. SALE PRICE OF EXISTING FLEET OF BELL 412EPs

Existing Fleet	
Price for Helicopter #1:	\$
Price for Helicopter #2:	\$
Price for Helicopters #3:	\$
Price for Helicopters #4:	\$

C. PRICE FOR HELICOPTER LEASEBACK PLAN (for all helicopters) \$_____

Pricing for items A, B, and C of the price form will be used for price scoring purposes.

D. PRICE OF MAINTENANCE PROGRAM

Initial 5-year term	\$
First 5-year Option	\$
Second 5-year Option	\$

Proposers shall provide a detailed price breakdown for each term.

E. SPARE PARTS ACCOUNT (SPA) PER HELICOPTER

Recommended value for the SPA per Helicopter: \$_____

Pricing for items D and E of the price form will be used for informational and negotiation purposes only and will not be used for price scoring purposes.

DRAFT FORM OF AGREEMENT

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

Purchase of New Helicopters for Miami-Dade Fire Rescue Department
Contract No. RFP-01424

THIS AGREEMENT 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 _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide four new helicopters to Miami-Dade County, purchase the County's existing four Bell 412EP helicopters, provide a maintenance and support agreement for up to 15-years for the new helicopters, and leaseback to the County the Bell 412EP helicopters until the new helicopters are delivered and accepted by the County, on a non-exclusive basis, that shall conform to Miami-Dade County's Request for Proposals (RFP) No.01424, and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 01424 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

- d) The word "Contractor" to mean _____ and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) 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.
- l) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 01424 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal. (Negotiated Warranty Plan, Lease Back Plan, Training Plan, Transition Plan and Maintenance and Support Plan will be incorporated.)

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on _____ and shall continue through the last day of the sixtieth month. The County, at its sole discretion, reserves the right to exercise the two options to renew, each for a period for five years.

The term for the maintenance and support plan shall be up to 15 years (initial term of five years; two 5-year options at the County's discretion).

The purchase agreement shall become effective on _____ and shall continue through the expiration of the warranty period of the final accepted helicopter by the County, unless extended by mutual agreement by both parties through a supplemental agreement or upon termination by the County.

The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently

served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager: MDFR Procurement Manger

Miami-Dade County
Attention: Marianela Betancourt
Phone: (786) 331-4241
E-mail: marianela.betancourt@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@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 and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount as stipulated in Appendix B, Price Schedule. 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 Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

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

not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

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

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

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

Miami-Dade County

Attention: _____

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 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 Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance including Products/Completed Operations in an amount not less than \$100,000,000 per occurrence. Miami-Dade County must be shown as an additional insured with respect to this coverage.
*Coverage shall to extend 30 days after final acceptance of helicopter by Miami Dade County.
3. Aircraft Liability including passengers bodily injury liability \$100,000,000 per occurrence/aggregate.
4. Hull-Physical Damage - Aircraft replacement cost
5. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 per accident.

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

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

or

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

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its 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 Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances,

and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation 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 to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of

whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County 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.

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records 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 of Miami-Dade County, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes 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.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

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

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

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future

events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- 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.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - 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.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, 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 Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. 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 Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or 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) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

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

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

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade

County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
20. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

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

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

In accordance with Section 2-1076 of the Code of Miami-Dade County, 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 (one quarter (1/4) of one (1) percent of the total contract amount) is not applicable to the resultant contract except for the Maintenance and Support Plan.

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

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

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and

applicable to this Contract.

- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

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

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

ARTICLE 34. NONDISCRIMINATION

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

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

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

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

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

performed hereunder except upon prior written approval and instruction of the County; and

- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

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

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, the Maintenance and Support Plan (Plan) 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 Plan, and the utilization of the County Plan price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Plan 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 Plan 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 (3) business days of receipt of an order, of a decision to decline the order.

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

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

c) Contractor Compliance

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

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

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

ARTICLE 42. SURVIVAL

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

ARTICLE 43. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

NOT APPLICABLE TO THIS SOLICITATION

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

Contractor

Miami-Dade County

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Corporate Secretary/Notary Public

By: _____
Name: Carlos A. Gimenez
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney