

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New ☐ OTR ☐ Sole Source ☒ Bid Waiver ☐ Emergency Previous Contract/Project No. N/A

Contract

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

Requisition No./Project No.: RQMT2100002 TERM OF CONTRACT 18 Month(S) WITH YEAR(S) OTR

Requisition /Project Title: MULTI-JURISDICTIONAL MDS DESIGN, DISCOVERY, AND PILOT
CONTRACT NO. BW-10091

Description: See attached documents.

Issuing Department: DTPW Contact Person: Campos Rosales Phone: (786) 469-5309

Estimate Cost: 150,000.00 GENERAL FEDERAL OTHER

Funding Source: Grant

ANALYSIS

Commodity Codes:	<u>N/A</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u> </u>	<u> </u>	<u> </u>		
Small Business Enterprise:	<u> </u>	<u> </u>	<u> </u>		
Contract Value:	<u> </u>	<u> </u>	<u> </u>		
Comments:	<u> </u>				

Continued on another page (s): ☐ YES ☐ NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Basis of Recommendation: <u>See BCC reso attached.</u>				
Signed: <u>J. Lee</u>		Date sent to SBD: <u>10/29/20</u>		
		Date returned to SPD: <u> </u>		

EXHIBIT A: CONTRACTOR STATEMENT OF WORK

This Statement of Work No. 1 (“SOW”) is made and entered into pursuant and subject to the terms and conditions of the

KNIGHT FOUNDATION – MOBILITY INITIATIVE: ROADMAP & PLAYBOOK

CONTRACT NO. #####

with the effective date of _____, 2020 (“MSA”) by and between Ford Smart Mobility LLC (“Ford” or “We”), a Delaware limited liability company, and Miami-Dade County (“MDC” or “County”). This SOW is subject to and incorporates the terms of the MSA by reference. Capitalized terms not otherwise defined herein will have the meaning given them in the MSA.

1. Description & Approach

As part of the Knight Foundation Autonomous Vehicle initiative, a team comprised by the County Department of Transportation and Public Works (“DTPW”), Ford Mobility’s City Innovations team and Urban Health Partnerships, Inc. (“UHP”) with key partners including the City of Miami’s Innovation and Technology Department and the City of Coral Gables’ Public Works Department has been assembled to maximize the impact of the initiative while staying focused on creating people-centric mobility solutions.

The primary role of Ford and UHP in this initiative is to understand how DTPW’s low-speed AV, scooter and micro-transit pilots could have an impact on communities across the County while identifying strategies for meaningful community integration into the planning, designing, and implementation of mobility solutions. Ford and UHP have been asked by DTPW to collectively deliver a series of community engagement activities where we’ll explore the ways these pilots could be implemented in a diverse set of communities (8-10 in total) and how these new forms of mobility might impact the lives of local residents. Residents from the identified communities will be hired and trained as Community Liaisons who will lead outreach, engagement and capacity-building efforts in their own communities. Rather than one-time engagements, this project seeks to build sustained and meaningful engagement with residents who would inform, advocate for, and welcome innovative mobility options toward a more inclusive process. There will be a particular focus on equity and the inclusion of historically disenfranchised and vulnerable populations. As an outcome, Ford City Innovations will be producing a “mobility roadmap” for MDC to better understand how new forms of mobility can be deployed and evolved with community input to promote equity and inclusion. UHP will be producing a “community engagement playbook” to outline the ways MDC can better integrate and engage community members in any public improvement work so that residents can have a voice around decisions impacting their own communities.

When designing mobility systems, we are designing for entire communities, so it is important to put residents, especially disenfranchised and vulnerable groups, at the center of the conversation. Sharing and listening to multiple perspectives creates the foundation for designs that can be relevant to everyone while helping to address economic and health disparities. The Ford and UHP approach will leverage UHP' extensive experience in MDC, as well as Ford's community-centered design™ framework to learn from the mobility experts in each of the 8-10 communities chosen: people who live, work, and play in the city. Through the community-centered design process, not only are we improving the way people get from place to place, we are designing to: connect communities, empower communities and build community.

This project process will be collaborative in nature, relying on Ford and UHP' individual and collective support to deliver a series of engagements, events, reports and deliverables. Because of this, Ford and UHP will be working from near-identical Statements-of-Work: 1) Description & Approach, 2) Services & Deliverables, 3) Program Calendar, and 4) Key Assumptions are all identical. As further detailed in the Master Services Agreement, Ford and UHP are individual contractors to the County and are not subcontractors to each other. If Ford and/or UHP is unable to fulfill the services and deliverables defined in this document, the remaining party will need to re-asses their ability to deliver their remaining obligations with MDC and consider any appropriate adjustment to project budgets.

The overall project approach is assumed to be as follows:

Timeline to be updated

2. SERVICES & DELIVERABLES

Ford and UHP intend to provide the Services and Deliverables as described below. The Parties acknowledge that the project is a work in process and that certain Services and Deliverables set forth in this SOW may, with written consent from the MDC, be modified by Ford and/or UHP in order to adapt to changing circumstances experienced during the term of the Agreement (e.g., COVID-19 impacts). The

description of Services and Deliverables in this document is a high-level outline and framework. The Parties will work together during the project, as described above to further refine, define and set forth the Services and Deliverables. The final “Detailed Workplan” will be mutually agreed upon by all three Parties and set forth in the initial weeks of the project.

Unless otherwise noted, the company listed in the Lead column shall perform the services, and be responsible for associated deliverables outlined below:

Knight Foundation AV Initiative Project: Ford & UHP Services			
Timeline (to be updated)	Lead: Ford or UHP	Activity	Description
1	Ford	Community Identification	Identify the best 8-10 communities representative of MDC’s diverse populations with an emphasis on equity considerations, through data analytics and grassroots expertise, in which Ford and UHP will engage local residents for the project.
2, 3, 5, 8	UHP	Community Liaison Management	Source, hire, onboard, and manage a network of 16-20 (total) community liaisons working 15-20 hours a month from the 8-10 target communities to co-design and host the community engagement sessions. This will include the development of liaison curriculum and 6-8 trainings/training activities, with Ford input, around capacity building for health, mobility and the built environment.
4	Ford	Community Persona Development	Develop 5-8 personas representing MDC community members in the 8-10 target communities, illustrating their personal needs; attitude towards new modes of mobility; and the mobility barriers they experience. Personas will be developed through a combination of data science and qualitative research from Ford, as well as community experience from UHP.
6, 7	UHP	V1 Community Engagement Session Design, Hosting and Management	Design and host the initial version (V1) of the 4-8 community engagement activities/sessions, in collaboration with community liaisons identified by the community research team and with Ford input.
9	UHP	Workshop: Sharing V1 Community Engagement Learnings	Host a workshop with MDC, Knight Foundation, Ford, select community liaisons, and other key project stakeholders to share learnings from the initial set of community engagement sessions (V1) and collaboratively iterate the engagement model for the next set of community engagement sessions (V2)
10	UHP	Update Community Engagement Approach and Implement V2 Community Engagement Sessions	Update the community engagement session approach, in collaboration with community liaison network and Ford, based on lessons-learned from V1 engagement experience and reactions in the “Sharing V1 Community

			Engagement Learnings” workshop. Implement 4-8 V2 community engagement activities/sessions, in collaboration with community liaisons.
11	Ford	Deliver “Roadmap for Deploying New Mobility Solutions”	Deliver the “Roadmap for Deploying New Mobility Solutions” as a guide outlining the ways in which new mobility modes can be deployed and evolved with active community input – promoting equity and inclusion – to provide insight into how mobility technology can impact communities in the future. The Roadmap will be broken into two parts: 1) a review of the “new mobility” sentiments and needs of the County’s communities today; and 2) a clear set of processes and approaches to introduce new modes in the future.
12	UHP	Deliver Community Engagement Playbook	Deliver the “Community Engagement Playbook” as a guide outlining the ways MDC could/should engage communities for any public improvement project (not only mobility focused). This Playbook will include three components: 1) lessons learned from the “new mobility” V1 and V2 community engagement sessions; 2) guidance for how to engage community liaisons; and 3) recommendations for future MDC community engagement strategies

3. PROGRAM CALENDAR

The parties agree that the dates and timelines/timeframes set forth in the program schedule outlined below are approximations and are subject to change with or without notice:

- Project Start: December 2020
- Project Finish:
 - Ford: December 2021
 - UHP: April 2022

Timeline to be updated

4. KEY ASSUMPTIONS

4.1. Timely appointment of a Project Manager by MDC, as outlined in the MDC MSA.

5. In support of community-centered design and equity, MDC, Ford and UHP will, to all extent possible, operate under the following PRINCIPLES:

- We will uplift, honor, and prioritize community members' voices, lived experience, and expertise to inform project design, implementation, and evaluation. As such, Community Liaisons will be highly involved in all facets of the project.
- Equity and inclusion will be central to project design, implementation, and evaluation including in the selection of the 8-10 target communities, in the development of community engagement strategies and in assessment and evaluation practices.
- We will be working to engage a diverse group of residents with a particular focus on disenfranchised and vulnerable groups including, but not limited to- residents of color, who have low income, older adults, those with a disability, those who have English as a second language, immigrant populations and non-citizens
- We will work to address barriers to participation experienced by above populations including lack of access to internet, lack of access to and comfort with technology, language barriers, the need for universal design for all abilities, lack of transportation.
- We seek to build meaningful and sustainable engagement practices that go beyond one-time engagements and build a feedback loop between MDC and communities. This includes disseminating and making accessible the resources and outcomes of the project to residents and creating ongoing mechanisms for input and meaningful engagement.

6. Translation:

6.1. All physical and digital community-engagement materials will be available in English and Spanish. This service will be provided by Ford, as long as community-engagement materials are provided with at least 10 day's notice.

- 6.2. Events languages will be determined on a case-by-case basis, accommodating for English, Creole and/or Spanish translation when appropriate and feasible (determined by UHP and Ford). This service will be provided by UHP.

7. MDC Project Management:

- 7.1. MDC will provide a Project Manager for the project, who will be responsible for confirming project scope aligns with MDC and Knight Foundation goals and for connecting Ford and UHP team(s) to mutually agreed upon stakeholders required for project activities.
- 7.2. The executive sponsor will be involved in major project milestones (e.g., “Sharing V1 Community Engagement Learnings” Workshop), draft revisions of final deliverables (e.g., “Roadmap for Deploying New Mobility Solutions,” “Community Engagement Playbook”) and meet with Ford and UHP teams at a minimum of once a month.
- 7.3. MDC will provide a Project Manager for the Ford and UHP team(s). In addition to obligations outlined in the Agreement, this person is responsible for engaging key stakeholders with the Knight Foundation and executing on the MDC’s responsibilities to ensure the success of the project. They participate in update calls, respond to questions about specific project activities, coordinate MDC and Knight Foundation participation in specific project activities. Upon request and if agreed upon by the Parties in the workplan, MDC will provide a communications lead to work with Ford and UHP marketing and legal teams to provide timely inputs and approvals for communication and PR activities.
- 7.4. MDC will complete the review of any deliverables by Ford and UHP and request any revisions or change in direction within five (5) business days so as not to delay the services and project timeline.
- 7.5. Notwithstanding anything in the Agreement, the Project budget includes each deliverable may have up to two (2) rounds of MDC edits. Any further rounds of edits will require additional budget.
- 7.6. MDC will give prompt written notice to Ford and UHP whenever they become aware of any circumstance that affects the scope, timing, or payment of services or any defect or noncompliance in any aspect of the project.

8. Ford and UHP Collaboration

- 8.1. Ford and UHP will work collaboratively on project deliverables as described in this Statement of Work.
- 8.2. Ford and UHP will each provide at least one project lead who will participate in meetings, respond to questions about the project, and is responsible for executing project activities.
- 8.3. Ford and UHP will meet at a minimum of once a month. Meetings may increase in frequency during project periods of high project activity.

9. Branding

- 9.1. Any reference to a Party’s trademarks or logos by the other Party in advertising, publicity or publicly viewable materials will require written consent of the Party owning the mark and comply with any internal policies of the Party owning the mark.

- 9.2. MDC may not remove any branding from Deliverables which are delivered and accepted containing the marks of either UHP or Ford or both.

10. INVOICES – FORD ONLY

MDC will be responsible for the prompt review of invoices submitted by Ford upon completion of project deliverables. Upon successful review and approval of invoices, MDC shall pay each invoice within 45 days of receipt. All payments specified in this SOW are due without offset, deduction or recoupment.

The total Challenge fee of \$125,000 for the Services and Deliverables described above will be paid in three (3) equal installments upon the completion of project milestones:

- Initiation of Project: \$41,666 (To be invoiced immediately after MSA effective date / December 2020)
- Delivery of Community Personas: \$41,667 (April 2021)
- Delivery of Mobility Roadmap: \$41,667 (Expected December 2021)

KNIGHT FOUNDATION – MOBILITY INITIATIVE: ROADMAP & PLAYBOOK
CONTRACT NO. #####

THIS AGREEMENT made and entered into as of this _____ day of _____, 2020 by and between [Ford Smart Mobility, LLC], a corporation organized and existing under the laws of the State of Delaware, having its principal office at _One American Road, Dearborn, MI 48126 (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, in conjunction with the work done by Urban Health Partnerships, Incorporated ("UHP"), which is governed under a separate agreement between UHP and the County, the Contractor has offered to provide consulting and other support services on a non-exclusive basis, that shall conform to the Contractor's and UHP' joint proposal dated July 31, 2020; and,

WHEREAS, the Contractor's jointly with UHP, written proposal dated June 10, 2020, contains obligations which Contractor will be responsible for and obligations which UHP will be responsible for. Obligations covered under this Agreement will be labeled in the proposal as being completed by Ford, and the proposal shall hereinafter referred to as the "Contractor's Proposal", which is Appendix A; and,

WHEREAS, the County desires to procure from the Contractor such consulting and support services for the County, in accordance with the terms and conditions of this Agreement, which includes the Contractor's Proposal;

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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 and the Contractor's Proposal (Appendix A).
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean [Ford Smart Mobility, LLC] 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, and 2) the Contractor's Proposal (Appendix A).

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) As stated in the introduction with respect to the Contractor's Proposal, the work will be jointly completed by Contractor and UHP. UHP is not a subcontractor to Contractor in this Agreement, and Contractor is not responsible for actions taken or work performed by UHP. County and UHP have separate terms governing the work as labeled by UHP in the Contractor Proposal. All work covered by these terms is labeled as completed by Ford in the Contractor Proposal, attached.
- b) 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.
- c) The Contractor shall provide the services set forth in the Scope of Services, and render prompt cooperation with the County in all relevant aspects of the Services performed hereunder.
- d) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work 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.
- e) 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.

- f) 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.

THE SERVICES ARE PROVIDED "AS IS," AND CONTRACTOR MAKES NO ADDITIONAL WARRANTIES, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, OR OTHERWISE, AND EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR THAT THE SERVICES WILL BE ERROR-FREE.

FOR ANY BREACH OF WARRANTY CLAIM, THE EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR SUCH CLAIM SHALL BE THE CORRECTION OF THE SERVICES THAT CAUSED THE CLAIM OR, IF (A) CONTRACTOR CANNOT SUBSTANTIALLY CORRECT THE SERVICES IN A COMMERCIALY REASONABLE MANNER, IN CONTRACTOR'S SOLE DISCRETION, THEN COUNTY MAY TERMINATE THE SERVICES AND CONTRACTOR WILL REFUND TO COUNTY ANY PRE-PAID FEES FOR THE TERMINATED SERVICES, IF ANY.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of this Agreement, as recorded on Page 1, and shall continue through the last day of the eighteenth (18th) month. This Contract may be extended beyond the initial term by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

The County and the Contractor both acknowledge that we are currently in a global pandemic, which may prevent safe travel and access to communities. In the event that Contractor must delay services described under the Contractor Proposal because of insufficient or unsafe working conditions because of the Covid-19 pandemic, Contractor will provide County with as much advance notice as possible. County and Contractor will work together to provide alternatives ways to meet obligations or flexibility to extend timelines in order to meet obligations without breach of this Agreement.

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:

Miami-Dade County
Attention:
Phone:
E-mail:

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, which are designated to "Ford" in the Attachment A, including all costs associated with such Work and Services, shall be **in the total amount of \$125,000**. 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, in accordance with Appendix A, including extension period(s); however, the Contractor may offer incentive discounts to the

County at any time during the Contract term.

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, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix A – Contractor's Proposal. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, 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 directed by the Project Manager.

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 except to the extent that the claim is caused by the negligence or willful misconduct of the County, its officers, employees, agents or instrumentalities or the failure of the county to provide business appropriate working

Commented [PL(1)]: I don't know what this means.

Commented [GJ2R1]: Can MDC clarify what it means for the Contractor to "certify" an invoice?

conditions. 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.

County will be exclusively responsible for, will bear, and will relieve Contractor from liability for all loss, expense, damage or claims resulting from bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to or destruction of property, including that of Buyer, arising out of, or in connection with the performance of work on County's premises except that County will not be responsible for or relieve Contractor from liability for claims arising from the willful misconduct or the sole negligence of Contractor.

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- 3.
4. Professional Liability Insurance in an amount not less than \$_____ per claim.
5. **Self-Insurance:** Contractor shall have the right to self-insure with respect to the insurance requirements required under this Agreement. Contractors self- insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Agreement. "Self-insure" shall mean that Contractor is itself acting as though it were the third-party insurer providing the insurance required under the provisions of this agreement, and Contractor shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes under this agreement. To the extent Contractor chooses to provide any insurance required by this agreement by "self-insurance," then Contractor shall have all the obligations and liabilities of an insurer, and the protection afforded each party and its indemnitees shall be the same as if provided by a third-party insurer under the coverages required under this agreement.

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

OR

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

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

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

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the 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

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 including the Scope of Service document. 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.
- b) .
- 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 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.
- e) 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. 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;. All determinations by the County's Project Manager under this Article shall be reasonable and made in good faith in accordance with the Contract Documents and provided within the earliest practicable time.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with all relevant orders of the Project Manager, including the withdrawal 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. The Project Manager shall provide all necessary explanations as to the meaning and intention of the Scope of Work or Contract Drawings within a reasonable time, approximated to equal ten (10) Days, after the Contractor's written inquiry to ensure timely completion of the Work. In case of an unreasonably delayed response by the County's Project Manager, any resulting delay of Work shall constitute an Excusable Delay in accordance with Article 20, if affected work is on the critical path
- 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.

ARTICLE 15. DISPUTES

- A. In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, the final determination of the County. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- B. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor.
- C. If the Dispute is not resolved by the foregoing process, within five (5) days of the date of the notice to the Contractor referring to the determination of the County Mayor ("the determination"), the Contractor may, by the giving of written notice, cause the matter to be referred to mediation. Mediation shall be held within thirty (30) days of the date of the determination, or such later date as may be mutually agreed upon. The parties agree to submit the Dispute to settlement proceedings under the International Chamber of Commerce Alternative Dispute Resolution ("ADR") Rules. If the Dispute has not been settled within a period of two (2) months following the filing of a request for ADR pursuant to said Rules, such Dispute, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration shall be held in Miami, FL. The arbitral award shall be final and binding upon the Parties. The Parties agree if the Dispute is of a technical nature then to be qualified, the selected mediator and arbitrator, must have, at a minimum, experience in professional consulting services.

ARTICLE 16. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of 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 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the 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 18. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of two (2) years after the expiration of this Agreement and any extension thereof, have the ability to request, and the Contractor will provide, for the County's examination, electronic copies 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. This Article 18 does not give the County permission to enter or inspect the Contractor's facilities.

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 19. 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 of the substitution at least ten (10) business days prior to effecting such substitution, unless such notification is impossible or impractical.

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

The County 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 Contractor.

ARTICLE 21. 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 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

information.

ARTICLE 23. SEVERABILITY

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

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

- a) 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, either Party may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the non terminating party.
- 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 25. 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.
- f) 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 26. 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 27. REMEDIES IN THE EVENT OF DEFAULT

5.3 FOR ANY BREACH OF WARRANTY CLAIM, THE EXCLUSIVE REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR SUCH CLAIM SHALL BE THE CORRECTION OF THE SERVICES THAT CAUSED THE CLAIM OR, IF (A) CONTRACTOR CANNOT SUBSTANTIALLY CORRECT THE SERVICES IN A COMMERCIALY REASONABLE MANNER, IN CONTRACTOR'S SOLE DISCRETION, THEN COUNTY MAY TERMINATE THE SERVICES AND CONTRACTOR WILL REFUND TO COUNTY ANY PRE-PAID FEES FOR THE TERMINATED SERVICES, IF ANY.

ARTICLE 28. Intentionally Omitted**ARTICLE 29. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, 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

Commented [LP3]: Some of the services being provided are using FSM proprietary information and techniques- ownership will not be left with the country for these materials which are reusable for other customers.

such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of 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 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or, 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.

Commented [GJ4]: Does MDC have language that can be added here to accommodate for Ford and UHP keeping the raw information, data and content gathered from community members and other engagement/research activities? Ford and UHP plan to share information in the aggregate form, but not the raw content, in order to protect PII.

Commented [IR5]:

Commented [AI6R5]: UHP has an app that is owned by UHP but a product of SeeClickFix (using their platform), we may modify and update for use in this project, but it is an app and product that is owned but UHP and also used on other projects. Aggregate data collected through the app will be shared with County as mentioned above, but UHP would retain ownership. We want to ensure that this clause does not imply otherwise.

ARTICLE 32. 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) | 6. Miami-Dade County Vendor Obligation to County 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) | 7. Miami-Dade County Code of Business Ethics Affidavit
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County) |
| 3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) 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) |
| 4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 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) |
| 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County) | |

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| <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County E-Verify Affidavit (Executive Order 11-116)</p> <p>12. Miami-Dade County Pay Parity Affidavit (Resolution R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit (Resolution R-919-18)</p> <p>14. Subcontracting Practices (Section 2-8.8 of the Code of Miami-Dade County)</p> <p>15. Subcontractor/Supplier Listing (Section 2-8.1 of the Code of Miami-Dade County)</p> <p>16. Form W-9 and 147c Letter (as required by the Internal Revenue Service)</p> <p>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</p> | <p>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:</p> <ul style="list-style-type: none"> ▪ 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 <p>18. Office of the Inspector General (Section 2-1076 of the Code of Miami-Dade County)</p> <p>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.</p> <p>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.</p> |
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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 33. 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 at least 10 business days written notice from the County, the Contractor shall provide to the IPSIG retained by the County, electronic copies of all reasonably requested financial 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. Under no circumstances will the IPSIG be permitted to inspect the facilities or premise of Contractor.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.

Nothing 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.

ARTICLE 34. 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 35. 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 36. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, 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 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall either Party without the express written consent of the other Party:

- a) Except as pre-approved in (d) below, Issue or permit to be issued any press release, advertisement, presentation materials, deliverables under the SOW or literature of any kind which refers to the County, the Contractor, or the Work being performed hereunder, unless the issuing party first obtains the written approval of the other Party. Such approval may be withheld if for any reason the a Party believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Except for the communication between Ford and UHP necessary to perform obligations of the SOW, 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 a party 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 or the Contractor.
- g) Acceptable logo use. Either Party may use the other Party's logo for social media posts which exist for the purpose of a call to action or creating awareness of the project work. Such use shall not require the advance pre-approval, but do require notification to the other Party that the post was made (email is acceptable). Posts inciting debate or seeking validation shall not be considered acceptable use. In the event that the non-posting Party objects to the social media post, the posting Party will immediately remove such post.
- h) Each Party will share their communication plan in advance so that the other Party may align, if necessary. Updates and modifications to the communication plan shall be shared as work is completed under the SOW.

ARTICLE 38. 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 39. GOVERNING LAW

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

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

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

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

Commented [GJ7]: Can MDC provide further clarification if this section applies to Ford and UHP and/or this work? If so, we'll need additional details for a secondary review.

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 41. 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 42. 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 43. SURVIVAL

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

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

[FORD SMART MOBILITY, LLC]

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