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1.1. DEFINITIONS

Awarded Bidder/Contractor/Prime Contractor – shall mean the Bidder(s) awarded a Contract as a result of this Solicitation.
Bid – shall refer to any offer submitted in response to this Solicitation.
Bidder – shall refer to legal entity or individual submitting a Bid in response to this Solicitation.
Business Management Workforce System (BMWS) – shall refer to the County's web-based system that firms must utilize to comply with Small Business Enterprise (SBE)Programs and Subcontractor reporting requirements (http://mdcsbd.gob2g.com).
C.F.R. – shall mean the Code of Federal Regulations.
Common Carrier/Contracted Carrier – shall mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
Contract - shall mean collectively, these terms and conditions, the Solicitation, any addenda and/or properly executed modifications, the awarded Bid, and the resultant County purchase order, work order(s) (if applicable) and any change order(s), which constitute the legally enforceable agreement between the County and the Awarded Bidder(s).
Cooperative Agreement Purchasing Program - shall mean a cooperative arrangement for acquiring goods or services that involves aggregating the demand of two (2) or more entities in an effort to obtain a more economical purchase.
County – shall refer to Miami-Dade County, a political subdivision of the State of Florida
Cybersecurity Products - shall mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
FAA – shall mean the Federal Aviation Administration.
FEMA – shall mean the Federal Emergency Management Agency.
Funding Agreement – shall refer to as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
Heightened Security Review - shall mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
Integrated Financial Resources Management System (INFORMS) – shall refer to the technology utilized to track budget, procurement (including soliciting and receiving bids), as well as human resources, and financial operations of the County.
Joint Venture - shall mean an association of two (2) or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Bid submission.
Material Supplier – shall mean that only obligations on the contract or project are the delivery of materials and activities that are incidental to material supply, such as loading, unloading and pickup; the term shall also mean any facility that manufactures the supplies is not located on the primary or secondary worksite, and was either established before the beginning of the project or is not dedicated exclusively or nearly exclusively to the project.
NFE – shall refer to Non-Federal Entity, which means a state, local government, Indian tribe, institution of higher education, hospital, or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
Prevailing Wage – shall mean any wage rate that is paid to a majority of workers for whom usable wage data is received. If there is no majority wage rate, the prevailing wage rate that is paid to the greatest number, as long as it is paid to at least thirty percent (30%) of workers.
Produced in the United States - shall mean with respect to Cybersecurity Products, a product for which all development and production occur in the United States.
Registered Supplier/Vendor – shall refer to a legal entity or individual that has completed and continues to comply with the requirements of the Miami-Dade County vendor registration process via the County's online Supplier/Vendor Portal and has satisfied all requirements to enter into business agreements with the County.
Responsible Bidder – shall refer to a Bidder that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
Responsive Bidder – shall refer to a Bidder that has submitted a responsive bid that conforms in all material aspects to the Solicitation.
SPD – shall refer to Miami-Dade County's Strategic Procurement Department (SPD).
Solicitation – shall mean this documentation, including all addenda.
Subcontractor – shall mean any person, entity, firm or corporation, other than the employees of the Awarded Bidder/Contractor/Prime 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 Awarded Bidder/Contractor/Prime Contractor and whether or not in privity of Contract with the Awarded Bidder/Contractor/Prime Contractor.
Work or Services - shall mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Work/Technical Specifications, and the terms and conditions of this Solicitation.

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit a Bid. To be eligible for award of a contract (including small purchase orders), Bidder must become a registered Supplier/Vendor with Miami-Dade County. Only registered Suppliers/Vendors can be awarded County contracts. Suppliers are required to register using the County's Online Supplier/Vendor Portal as described below in Section B "Supplier/Vendor Registration." For additional information about online Supplier/Vendor registration, please contact the Vendor Outreach & Support Services (VOSS) Section at (305) 375-5773. **In the event that the Supplier's/Vendor's online registration submittal is not approved, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder.**

B. Supplier/Vendor Registration

Prior to award recommendation, the County requires that recommended Bidder complete the vendor registration application via the Strategic Procurement Department's Online Supplier/Vendor Registration Portal in INFORMS at: https://supplier.miamidade.gov.

To complete the registration, Supplier/Vendor must have the following documents: Miami-Dade County Local Tax Receipt (for Suppliers/Vendors with a physical location within Miami-Dade County), Certificate of

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Incorporation (if applicable), and the Supplier's/Vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner or individual must be provided as the legal entity identifier. To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

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

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

C. Public Entity Crimes

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:
Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

D. Request for Additional Information

1. Pursuant to Section 3.20 of the Code of Miami-Dade County, all Solicitations, once advertised and until an award recommendation are under the **"Cone of Silence."** Any communication or inquiries, except for clarification of process or procedure already contained in the Solicitation, are to be made in writing to the attention of the Procurement Contracting Officer identified on the front page of the Solicitation via INFORMS with a copy sent to the Clerk of the Board, clerkbcc@miamidade.gov.
2. SPD may issue an addendum in response to any inquiry received prior to Bid opening (Event Time and Date End), which changes, adds to, or clarifies the terms, provisions or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation whether written or verbal, other than those made in this Solicitation document or in any addenda issued.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation.

E. Contents of Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the requirements and terms and conditions of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to contest any part of the General Terms and Conditions, Additional/Special Conditions and/or Technical Specifications contained in the Solicitation, the Bidder must file a notice of objection in writing with the issuing department, at least two (2) workdays *(not less than forty-eight (48) hours)* prior to the Bid opening date and hour (Event Time and Date End) specified in the Solicitation. Failure to file a timely notice of objection will constitute a waiver of proceedings.
3. This Solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative/Implementing Orders, and Resolutions, as well as all applicable State Statutes and Federal Regulations. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
4. It is the responsibility of the Bidder, prior to conducting any lobbying **regarding this** Solicitation, to file the appropriate form with the Clerk of the Board **stating that a particular lobbyist is authorized to represent the Bidder.** The Bidder shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder. Failure of a Bidder to file the appropriate form required, in relation to each Solicitation, may be considered as evidence that the Bidder is not a responsible Contractor. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System:
https://www.miamidadeclerk.gov/clerk/cob-lobbyist-registration.page

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening (Event Time and Date End), a Bidder may change its Bid by submitting a new Bid via INFORMS. No changes to a Bid will be accepted after the Bid opening (Event Time and Date End).
2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A vendor may withdraw a Bid within the time period provided in the Solicitation, or, if no time period is specified in the Solicitation, one hundred eighty (180) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Solicitation. The withdrawal letter must be on the company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Additional/Special Conditions, Technical Specifications, Bid Submittal Section, or any addenda issued, the order of precedence shall be as follows: (1) last addendum issued, (2) Bid Submittal Section, (3) Technical Specifications, (4) Additional/Special Conditions and, (5) General Terms and Conditions.

H. Prompt Payment Terms

(Note: No Payment Terms distinction shall apply to SBE for federally funded purchases.)
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. In accordance with Florida Statutes, Section 218.74. and Section 3-39 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.

The following paragraph, in its entirety, shall not apply to federally funded purchases:

"The time at which payment shall be due for Small Business Enterprises (SBEs), shall be fourteen (14) calendar days from receipt of a proper invoice. Billings from Prime Contractors under either services or goods contracts pursuant to Sections 3-33 or 3-34 of the Code of Miami-Dade County, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal,

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shall be promptly reviewed and payment made by the County or Public Health Trust on those amounts not in dispute, within fourteen (14) calendar days of receipt of a proper invoice. The Prime Contractor shall pay those amounts not in dispute to subcontracting SBEs within two (2) days of receipt of payment from the County."

All payments for undisputed amounts 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 their designee, not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

I. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Awarded Bidder 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 Awarded Bidder under this Contract. Such retained amount shall be applied to the amount owed by the Awarded Bidder to the County. The Awarded Bidder 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 Awarded Bidder for the applicable payment due herein.

1.3. PREPARATION OF BIDS

A. Bidders must complete the Supplier/Vendor Registration within INFORMS, which is free of any charge, to respond to solicitations issued by Miami-Dade County.

B. The Solicitation submittal form must be fully completed and provided with Bid. Failure to comply with these requirements may cause the Bid to be rejected.

C. An authorized representative of the Bidder's firm must electronically sign the Solicitation submittal form and submit it electronically. **FAILURE TO SIGN THE SOLICITATION SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**

D. The Bidder's Bid may be considered non-responsive if Bid is conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.

E. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid."

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the County.

1.5. AWARD OF SOLICITATION

A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the Solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Solicitation, as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.

C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the Scope of Work/Technical Specifications of this Solicitation remains the same.

E. Award of this Solicitation will only be made to firms that have completed the Miami-Dade County vendor registration and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.

F. Pursuant to Section 3-1(7) of the Code of Miami-Dade County, the Bidder's performance as a Prime Contractor or Subcontractor on previous County contracts shall be considered in evaluating the Bid received for this Solicitation.

G. To obtain a copy of the Bid tabulation, upon notice of award recommendation, Bidder may request bid tabulations or other award information by contacting the contact person outlined within the Solicitation. Information will then be provided electronically.

H. The Solicitation, any addenda and/or properly executed modifications, the purchase order, work order, and any change order(s) shall constitute the resultant Contract.

I. Tie bids will be resolved in accordance with Section 3-31 of the Code of Miami-Dade County, except where Section 3-31 does not apply, in which case the SPD Director or their authorized designee will decide all tie bids.

J. Award of this Solicitation may be predicated on compliance with, and submittal of **all required documents as stipulated in the Solicitation.**

K. In accordance with Resolution No. R-828-19 , the County reserves the right to request from any Bidder the disclosure of any lawsuits which include allegations of discrimination in the ten (10) years prior to date of the Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits.

L. The County reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the County deems necessary.

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

1.6. CONTRACT EXTENSION

The County reserves the right to exercise its option to extend a contract for up to one hundred eighty (180) calendar days beyond the current contract period and will notify the Contractor in writing of the extension.

This Contract may be extended beyond the initial one hundred eighty (180) day extension period upon mutual agreement between the County and the Awarded Bidder upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied shall be made available to the County for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the Awarded Bidder against factory defects and workmanship. At no expense to the County, the Awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Additional/Special Terms and Conditions of the Solicitation may supersede the manufacturer's standard warranty.

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1.8. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

All materials, except where recycled content is specifically requested, supplied by the Awarded Bidder under the Contract shall be new, warranted for their merchantability, and fit for the particular purpose herein. In the event any of the materials supplied to the County by the Awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the Awarded Bidder at its expense and the Contract terminated or (2) the County may require the Awarded Bidder to replace the materials at its expense.

1.9. QUANTITIES

Quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and, (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this Contract under the Joint Purchase portion of the County User Access Program (UAP) described in Paragraph 1.37 and the resultant Contract, if that section is present in this Solicitation document.

1.10. NON-EXCLUSIVITY

It is the intent of the County to enter into Contract with the Awarded Bidder that will satisfy its needs as described herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the Work and Services, or any portion thereof, herein described in any manner it sees fit, including but not limited to; award of other contracts, use of any Contractor, or perform the Work with its own employees.

1.11. LOCAL PREFERENCE:

(Note: Paragraph 1.11, Local Preference, in its entirety, shall not apply to federally funded purchases.)

The evaluation of competitive bids is subject to Section 3-31 of the Code of Miami-Dade County, which, except where contrary to Federal and State law, or any other funding source requirements, provides that preference be given to local businesses. A Bidder shall affirm in writing its compliance with the requirements of Section 3-31 of the Code of Miami-Dade County at the time of submitting its Bid to be eligible for consideration as a "local business" under this Paragraph. However, information regarding a Bidder's eligibility for local preference may be provided after the submittal date upon request from the County if the Bidder otherwise meets the requirements but failed to affirm at time of submittal. Bidder shall have up to 48 hours to submit the information following the County's request. If Bidder fails to supply adequate information demonstrating such eligibility, to the County's satisfaction, within such timeframe, such Bidder will not be eligible to receive the local preference.

A. If the responsive and responsible Bidder offering the low price ("Low Bidder" and "Low Bid" respectively) is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent (10%) of the Low Bid, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent (15%) of the Low Bid, shall have an opportunity to submit a best and final offer (BAFO) bid equal to, or lower than the Low Bid.

B. If the Low Bidder is a Local Business which is not a Locally Headquartered Business, then any and all responsive and responsible Locally- Headquartered Businesses submitting a price within five percent (5%) of the Low Bid, and the Low Bidder shall have an opportunity to submit a BAFO equal to or lower than the Low Bid.

1.12. CONTINUATION OF WORK

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

1.13. BID PROTEST

A recommendation for Contract award may be protested by a Bidder in accordance with the procedures contained in Sections 3-2 and 3.19 of the Code of Miami-Dade County, and as established in Implementing Order No. 3-38 Master Procurement – Attachment 2, Bid Protest Procedures.

Bid protest procedures set forth in Implementing Order No. 3-38 shall not apply to any procurements conducted by SPD exclusively on behalf of the constitutional offices of Clerk of the Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector pursuant to an interlocal agreement. For such procurements, the bid protest procedures, if any, shall be established by the respective constitutional office.

1.14. FEDERAL, STATE AND LOCAL REQUIREMENTS COMPLIANCE

As applicable, the Awarded Bidder shall comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and County orders, statutes, ordinances, rules and regulations which may pertain to the goods and/or services specified under the Solicitation, including, but not limited to:

a) Miami-Dade County Small Business Enterprises participation provisions.
(Note: Paragraph 1.14. a) Miami-Dade County Small Business Enterprises participation provisions shall not apply to federally funded purchases.)
b) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
c) The Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5).
d) The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by the Department of Labor regulations (29 CFR Part 5).
e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance."
f) Section 3-29 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
g) Sections 11A-60 – 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
h) 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.
i) The Equal Pay Act of 1963 (29 U.S.C. 206(d)).
j) Section 448.07, Florida Statute "Wage Rate Discrimination Based on Sex Prohibited."
k) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et. seq.) "Discrimination."
l) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
m) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
n) Any other laws prohibiting wage rate discrimination based on sex.

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Pursuant to Miami-Dade County Resolution No. R-1072-17, by entering this Contract, the Awarded Bidder is certifying that the Awarded Bidder is in compliance with, and will continue to comply with, the provisions of items "i" through "n" above.

1.15. LICENSES, PERMITS AND FEES
The Awarded Bidder 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 an Awarded Bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections, shall be borne by said Awarded Bidder.

1.16. SUBCONTRACTING
When subcontracting is allowed and Subcontractors will be utilized, the Contractor shall comply with Section 3-38 of the Code of Miami-Dade County.

Pursuant to Fla. Stat. 489.1295, a Contractor licensed by the Florida Construction Licensing Board under Chapter 489 of the Fla. Stat. shall pay a Subcontractor within 45 days, or in accordance with the terms of the contract, after receiving payment for services rendered or materials supplied by the Subcontractor. This requirement does not apply if there is a dispute regarding amount due for such services, labor or materials. Any willful violation of this provision shall subject the Contractor to disciplinary proceedings as provided in Fla. Stat. 489.129.

1.17. SUBSTITUTION OF SUBCONTRACTORS
Pursuant to Sections 3-1(6) and 3-25 of the Code of Miami-Dade County, for all contracts which involve the expenditure of one hundred thousand dollars ($100,000) or more, the entity contracting with the County must report to the County the required information for its first tier Subcontractors and suppliers via the BMWS at http://mdcsbd.gob2g.com. The information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Awarded Bidder shall not change or substitute first-tier Subcontractors or direct suppliers, or the portions of the Contract Work to be performed or materials to be supplied from those identified except, upon written approval of the County.

1.18. ASSIGNMENT
The Awarded Bidder shall not assign, transfer, convey or otherwise dispose of this Contract, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the other party.

Notwithstanding anything to the contrary in this Contract, including any work orders, amendments or addendums thereto, the Awarded Bidder agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Contract or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Constitutional Officer, (i.e., Sheriff, Supervisor of Elections, Property Appraiser, Tax Collector or Clerk of Courts) upon the creation of such office in Miami-Dade County without any further consent from the Awarded Bidder. Upon the assignment, transfer or conveyance of the Contract, or a portion thereof, to the elected County Constitutional Officer and the acceptance of such by the elected County Constitutional Officer, the County shall be relieved of all obligations under this Contract, or such portions of the Contract assumed by the elected County Constitutional Officer.

Should the County assign, transfer or convey only a portion of this Contract to an elected County Constitutional Officer, the Contract shall be divided into two (2) separate Contracts and the elected County Constitutional Officer shall assume all pro-rata rights, benefits and obligations of the portion of the Contract assigned, transferred or conveyed to the elected County Constitutional Officer as if such portion was a separate contract entered into between the Awarded Bidder and the elected County Constitutional Officer. The elected County Constitutional Officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Contract as of the date of the acceptance of such assignment, transfer, or conveyance. The County shall provide notice of such action to the Awarded Bidder within thirty (30) days of any such assignment, transfer, or conveyance."

1.19. DELIVERY
Unless otherwise specified in the Solicitation, prices quoted shall be Freight on Board (F.O.B.) Destination. Freight shall be included in the Bidder's proposed price.

1.20. RESPONSIBILITY AS EMPLOYER
All employees of the Awarded Bidder shall be, at all times, employees of the Awarded Bidder under its sole discretion, and not an employee or agent of the County. The Awarded Bidder shall provide competent employees. The County may require the Awarded Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee of the Awarded Bidder shall have and wear proper identification.

1.21. INDEMNIFICATION
The Awarded Bidder shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the Awarded Bidder or its employees, agents, servants, partners, principals or Subcontractors. The Awarded Bidder 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 be incurred thereon. The Awarded Bidder expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Awarded Bidder, 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.

1.22. INSURANCE REQUIREMENTS
Unless Otherwise Stated in the Solicitation

A. The Awarded Bidder shall furnish to the Vendor Outreach & Support Services Section, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicates that insurance coverage has been obtained and meets the requirements as outlined below:
   1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
   2. Commercial General Liability Insurance in an amount not less than $300,000 per occurrence, and $600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
   3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than **$300,000** combined single limit per occurrence for bodily injury and property damage.

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

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

Or

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

C. **Certificates of Insurance must meet the following requirements:**

1. Signature of agent must be included.
2. If Automobile Liability Insurance is required above, insurance must be provided for all the following vehicles:
   a) Owned
   b) Non-owned
   c) Hired
3. If Commercial General Liability Insurance is required above, Certificate of Insurance must show **Miami-Dade County as an additional insured for that coverage.**
4. Certificate Holder must read exactly as presented below:

   Miami-Dade County
   111 N.W. 1st Street, Suite 2340
   Miami, FL 33128-1974

D. Compliance with the requirements in this Paragraph shall not relieve the Awarded Bidder of its liability and obligation under this, or under any other, section of the Contract. The Awarded Bidder shall provide the County with the insurance documents within ten (10) business days after notification of recommendation to award. If the certificate submitted does not include the coverage outlined in the terms and conditions of this Solicitation, the Awarded Bidder shall have an additional five (5) business days to submit a corrected certificate to the County. Failure of the Awarded Bidder to provide the required insurance documents in the manner and within the timeframes prescribed may result in the Awarded Bidder being deemed non-responsible and the issuance of a new award recommendation.
No Work shall be authorized or shall commence under the Contract until the Awarded Bidder has complied with the foregoing insurance requirements.

E. The Awarded Bidder shall assure that the Certificates of Insurance required in conjunction with this Paragraph remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If any Certificate of Insurance is scheduled to expire during the term of the Contract, the Awarded Bidder shall submit new or renewed Certificate(s) of Insurance to the County before such expiration.

F. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Awarded Bidder shall be responsible for all direct and indirect costs associated with such termination.

1.23. COLLUSION

In accordance with Section 3-21 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean the Bidder; the principals, corporate officers, and managers of a Bidder; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Bid found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.24. MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract.

1.25. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this Contract for convenience (without cause) upon providing a written notice. Termination for convenience is effective on the termination date stated in the written notice provided by the County. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County shall only be liable for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.26. TERMINATION FOR DEFAULT

The County reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately, or this Contract may be terminated by the County. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The Contractor will be notified by letter of the County's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately, and to the satisfaction of the County, cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor. The Contractor shall be responsible for all other direct damages incurred by the County arising out of the breach.

1.27. BREACHES AND DISPUTE RESOLUTION

(1) **Disputes and Remedies.** Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County's project manager or contract manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor's representative, then either party may submit any claim, counterclaim, dispute, and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.

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(2) **Performance During Dispute.** Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(3) **Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of their employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

(4) **Contract Breach During Declared Emergencies**. This subsection four (4) applies to all County contracts awarded, renewed, or amended on or after July 1, 2025, for goods or services utilized for emergency response during a declared emergency caused by a natural event. Pursuant to Fla. Stat. § 252.505, if a breach of contract occurs during an emergency recovery period, whether or not the County elects to terminate the contract, the Contractor shall pay to the County a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this subsection, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor of Florida initially declared a state of emergency for a natural event and the term "natural event" includes, but is not limited to, a hurricane, a storm, a flood, severe wave action, a drought, or an earthquake.

1.28. FRAUD AND MISREPRESENTATION

Pursuant to Section 3-24 of the Code of Miami-Dade County, any individual, corporation, or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, may be debarred. The County, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.29. OFFICE OF THE INSPECTOR GENERAL

(Note: The cost of random audits shall not apply to federally funded purchases.)

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and P

ublic Health Trust programs, contracts, transactions, accounts, records, and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts.

The following paragraph, in its entirety, shall not apply to federally funded purchases:

"The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the Code of Miami-Dade County."

1.30. PRE-AWARD RESPONSIBILITY REVIEW

The County may conduct a pre-award inspection of the Bidder's site or hold a pre-award responsibility meeting to determine if the Bidder is capable of performing the requirements of this Solicitation.

1.31. PROPRIETARY/CONFIDENTIAL INFORMATION

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the Bid will be available for public inspection after opening of bids and may be considered by the County in public.

By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by electronically signing the Solicitation submittal form, knowingly and expressly waives all claims made that the Bid, or any part thereof, no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

1.32. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

1.33. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this Contract, no award for those portions of a purchase order utilizing Charter County Transit System Sales Surtax funds as part of a multi-department Contract, nor a Contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the Contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the aforementioned provisions, award of an

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allocation for services in support of CITT's oversight which does not exceed $1,000 will not require Commission or CITT approval and may be awarded by the Executive Director of the CITT.

1.34. LOBBYIST CONTINGENCY FEES

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, no person may, in whole or in part, pay, give, or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the Board of County Commissioners or a County board or committee.

1.35. AUDITS – ACCESS TO RECORDS

The County, through its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Contract and any extension thereof, have access to and the right to examine and reproduce any of the Awarded Bidder'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 Contract.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Awarded Bidder 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 Awarded Bidder agrees to maintain an accounting system that provides accountancy records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.

1.36. INVOICES

The Awarded Bidder shall invoice the County, as specified in this Solicitation. The invoice date shall not exceed thirty (30) calendar days from the delivery of the items or the provision of Services, unless otherwise noted in the Contract. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items or provision of and acceptance of the Services. Failure to submit invoices in the prescribed manner will delay payment.

All invoices shall contain the following information:

I. Awarded Bidder 's Information:
- Name of the Awarded Bidder as specified on the Award Notice issued by the County.
- Date of Invoice
- Unique Invoice number
- Awarded Bidder's Federal Identification Number on file with the County and the State of Florida.

II. County Information:
- County Release Purchase Order Number

III. Pricing Information:
- Unit price of the goods and/or services provided
- Extended total price of the goods and/or services provided
- Applicable discounts

IV. Goods or Services Provided:
- Description
- Quantity

V. Delivery Information:
- Delivery terms set forth within the County Release Purchase Order
- Reference to (or include a copy of) the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County at the time the items were delivered and accepted.
- Location and date of delivery of goods and/or services provided.

1.37. COUNTY USER ACCESS PROGRAM (UAP)

(Note: Paragraph 1.37. County User Access Program (UAP), in its entirety, shall not apply to federally funded purchases.)

A. User Access Fee

Pursuant to Section 3-40 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, 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 Awarded Bidder providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the two percent (2%) UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the two percent (2%) UAP for use by the County to help defray the cost of the procurement program. Bidder participation in this invoice reduction portion of the UAP is mandatory.

B. Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide the approved entities a UAP Participant Validation Number. The Awarded Bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this Paragraph. Awarded Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The Awarded Bidder 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 Awarded Bidder 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, and prior to shipping of goods.

The County shall have no liability to the Awarded Bidder 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 Awarded Bidder and shall be paid by the ordering entity less the two percent (2%) UAP.

C. Bidder Compliance

If an Awarded Bidder fails to comply with the aforementioned provisions, that Contractor may be considered in default by the County.

1.38. DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION

After receipt of Bids by the County, Bidders may be required to demonstrate specifically offered equipment/product to County personnel, at no additional

cost. The purpose of this demonstration is to observe the equipment/product in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this Solicitation.

If a demonstration is required, the County will notify the Bidder in writing and specify the date, time and location of the demonstration. If the Bidder fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that Bidder's offer, or to reschedule the demonstration, whichever action is determined to be in the best interest of the County. The County shall be the sole judge of the acceptability of the equipment/product in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Bidder's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment/product to be provided by the Awarded Bidder during the Contract term shall conform to the equipment used in the demonstration. The Awarded Bidder shall provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the Contract.

1.39. EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE

The equipment being offered by the Awarded Bidder shall be the most recent model available. Any optional components which are required in accordance with the specifications herein shall be considered standard equipment for the purposes of this Solicitation. Demonstrator models will not be accepted. Omission of any essential detail from the specifications herein does not relieve the Awarded Bidder from furnishing a complete unit. The equipment shall conform to all applicable Federal (including OSHA), State, and local safety requirements. All components (whether primary or ancillary) of the delivered equipment shall be in accordance with current Society of Automotive Engineering (SAE) standards and recommended practices, as applicable. The engineering, materials, and workmanship associated with the Awarded Bidder's performance hereunder shall exhibit a high-level of quality and appearance consistent with or exceeding industry standards.

1.40. PATENTS AND ROYALTIES

The Awarded Bidder, without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the Contractor. The Awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by Awarded Bidder or is based solely and exclusively upon the County's alteration of the article. The purchaser (County) will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Awarded Bidder may, at its option and expense, procure for the purchaser (County) the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the Awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction). If the Awarded Bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

1.41. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances which they may be exposed to in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the Awarded Bidder performing under the Contract shall provide two (2) complete sets of Material Safety Data Sheets to each County Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.
For additional information on the Federal Right to Know Regulation, contact OSHA at https://www.osha.gov/.

1.42. GOVERNING LAW AND VENUE

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.

1.43. BANKRUPTCY

The County reserves the right to terminate this Contract, if, during the term of any contract the Awarded Bidder has with the County, the Awarded Bidder 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 Awarded Bidder under federal bankruptcy law or any state insolvency law.

1.44. SURVIVAL

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

1.45. SMALL BUSINESS ENTERPRISE (SBE) MEASURES

(Note: Paragraph 1.45. Small Business Enterprise (SBE) Measures, in its entirety, shall not apply to federally funded purchases.)
A Small Business Enterprise (SBE) is a business entity certified by SPD, providing goods or services, which has a valid business tax receipt issued by the County at least one year prior to certification, an actual place of business in Miami-Dade County, not a virtual office, and whose three-year (3) average gross revenues do not exceed the following contracting participation levels:

(i) Tier 1 - $0 to $750,000;
(ii) Tier 2 – over $750,000 to $2,000,000;
(iii) Tier 3 – over $2,000,000 to $5,000,000; or
(iv) Tier 4 – over $5,000,000 to $8,000,000.

The term Small Business Enterprise, as it applies to goods only, shall also include manufacturers with one hundred (100) employees or less, or wholesalers with fifty (50) employees or less, without regard to gross revenues. A wholesaler or manufacturer must comply with all other requirements of this section to be a certified SBE.

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An SBE measure applies to this Solicitation as follows and as otherwise stipulated in Sections 3-33, 3-34, and 3-25 of the Code and Miami-Dade County and Implementing Order 3-38 – Attachment 6, Small Business Enterprise (SBE) Program for the Purchase of Goods and Services in case of changes to legislation. After award, any changes in SBE participation must be approved by SPD. The BMWS is the web-based system that firms must utilize to comply with SBE programs, and Subcontractor reporting requirements (http://mdcsbd.gob2g.com).

Set-Asides

Contract may be set aside for SBE participation where such set-aside is in the best interest of the County. Where applicable:

(i) contracts greater than $250,000 up to $750,000 shall be set-aside for Tier 1 SBEs;
(ii) contracts greater than $750,000 up to $2,000,000 shall be set-aside for Tier 2 SBEs;
(iii) contracts greater than $2,000,000 up to $5,000,000 shall be set-aside for Tier 3 SBEs; and
(iv) contracts greater than $5,000,000 up to $8,000,000 shall be set-aside for Tier 4 SBEs.

Lower tier SBEs may bid on higher tier set-asides.

Contracts set-aside for SBE participation shall have the following preferences: ten percent (10%) for Tier 1 SBEs; five percent (5%) for Tier 2 SBEs; and zero (0) percent for Tier 3 and Tier 4 SBEs. The preference shall be used only to evaluate a Bid and shall not affect the Contract price.

Where subcontracting is allowed or required on a set-aside contract, Bidders shall submit a Utilization Plan via BMWS.

Bid Preference

For awards up to $1,000,000 and not set-aside for SBEs, a ten percent (10%) bid preference shall automatically apply for Tier 1 and Tier 2 SBEs and a five percent (5%) preference shall automatically apply for Tier 3 and Tier 4 SBEs. The preference accorded on awards greater than $1,000,000 and not set-aside for SBEs shall be five percent (5%) of the Bid price for all tier SBEs. Preferences shall be applied to the Bid price of Bidders that are SBE's or joint ventures with at least one (1) SBE firm.
The preference shall be used only to evaluate a Bid and shall not affect the Contract price. Application of preference shall be applied in accordance with the requirements of Paragraph 1.47.

Subcontractor Goals

Subcontractor goals may be applied to a Contract based on estimates made prior to Solicitation advertisement of the quality, quantity and type of subcontracting opportunities provided by the Contract and the availability of SBEs to perform such Work. Only SBEs certified to provide the type of goods or services are counted towards meeting a goal. For contracts in which a goal is applied, Bidder must submit a Utilization Plan listing the certified SBEs to fulfill the SBE goals via BMWS, upon notification by SPD or BMWS, within the required time frame. The Contractor will be responsible for reporting payments to Subcontractors, and Subcontractors must confirm the reported payments, via BMWS, within the specified time frame.

Certification

SBEs must be certified by SPD. For certification information, please contact SPD at 305-375-3111 or online at https://www.miamidade.gov/smallbusiness/enterprise-programs.asp. The enterprises must be certified by bid submission deadline and at contract award, to remain eligible for the preference.

To search for SBE certified firms or view a firm's certification status, please visit the BMWS website at https://mdcsbd.gob2g.com.

1.46. LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE

(Note: Paragraph 1.46. Local Certified Veteran Business Enterprise Preference, in its entirety, shall not apply to federally funded purchases.)

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises (VBE) in accordance with Section 3-32 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" is a firm that is (a) a local business pursuant to Section 3-31 of the Code of Miami-Dade County and (b) prior to Bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

A Local Certified Veteran Business Enterprise that submits a bid for a contract shall receive a bid preference of five percent (5%) of the bid price. These preferences will only be used for evaluating and awarding the bids and shall not affect the contract price.

At the time of Bid submission, the Bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Solicitation submittal form.

1.47. APPLICATION OF PREFERENCES

(Note: Paragraph 1.47. Application of Preferences, in its entirety, shall not apply to federally funded purchases.)
The preferences required by Section 3-36 of the Code of Miami-Dade County for the Solicitation will be applied in the following manner:
(1) The County will apply first the preferences available to SBEs under Sections 3-33(3)(c)(3), 3-33(3)(c)(4), and 3-34(3)(c)(3).
(2) The preference to Local Certified Veteran Business Enterprises provided for under Section 3-32 shall be applied.
(3) The County will apply the local and locally headquartered business preferences only after applying the preferences provided in subsection 1 above A VBE which also qualifies for the SBE measure shall be limited to the applicable SBE measure.
(3) In determining whether a SBE is entitled to the opportunity to submit a BAFO equal to or lower than the low bid under Section 3-31(2)(a)(1), the Bid of the SBE shall be reduced by the amount of any preference to which the SBE is entitled under Section 3-33(3)(c)(3) and Section 3-34(3)(c)(3), which shall be referred to as the SBE evaluation price. The SBE evaluation price shall be used for evaluating the SBE's opportunity to participate in the BAFO. The preferences afforded during the BAFO process will be pursuant to the applicable referenced legislation above.

1.48. ADDITIONAL/SPECIAL SECURITY REQUIREMENTS AT CERTAIN MIAMI-DADE COUNTY DEPARTMENTS

Miami-Dade Aviation (MDAD), Water and Sewer (WASD), Transportation and Public Works (DTPW) and Seaport (PortMiami) Departments operate under strict security regulations. These regulations involve the issuance of additional identification (ID) cards.

Awarded Bidders performing services at MDAD must follow all required security procedures. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and, may include bonding for a Customs I.D. For Customs ID, call 305-345-6528 or email miamiairportsecurityoffice@cbp.dhs.gov for information. For MDAD ID, call

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305-876-7188 for appointment and to pick-up package. Awarded Bidders are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of Contract.

Complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the PortMiami and WASD frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the departments at the current cost of $60.00 per applicant per year. Therefore, the Awarded Bidder shall obtain and pay for ID cards for each of their employees and/or agents who will be frequently visiting or performing Services in restricted areas.

For more information concerning PortMiami ID cards, you may contact the PortMiami ID Office at (305) 347-4955.

For more information concerning WASD ID cards, contact the WASD security at (786) 552-8271.

For the Department of Transportation and Public Works (DTPW), all Awarded Bidders and their employees are required to have at all times a current ID card issued by DTPW while working on DTPW property. For information as to the requirements in obtaining the ID card, contact the Office of Safety and Security by calling 305-375-4240. Additional Security Clearance may be required during the Contract term as may be mandated by County ordinance, local, state, federal laws, or department policy. Awarded Bidders will be charged a minimal fee for the badging requirement.

1.49. FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP)

(Note: Paragraph 1.49. First Source Hiring Referral Program ("FSHRP), in its entirety, shall not apply to federally funded purchases.)

Pursuant to Section 3-45 of the Code of Miami-Dade County, for all contracts for goods and services, the Awarded Bidder, 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, 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 (3) to five (5) days, the Awarded Bidder is free to fill its vacancies from other sources. Awarded Bidders 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 Awarded Bidder 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 non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at: First Source Registration (careersourcesfl.com).

1.50. NONDISCRIMINATION

During the performance of this Contract, Awarded Bidder 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, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts based on source of income.

By entering into this Contract, the Awarded Bidder certifies that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-182-00. 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 also be voidable if the Awarded Bidder submits false information pursuant to this Resolution or, the Awarded Bidder violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it entered this Contract. Failure to comply with the requirements of this section may be a cause for debarment under Section 3-29 of the Code of Miami-Dade County.

Pursuant to Section 287.134 (2)(a), (F.S., a Bidder who has been placed on the discriminatory vendor list may not submit a bid or reply on a contract to provide any goods or services to the County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County; and may not transact business with the County. Further, in accordance with Section 287.134(2)(b), F.S., the County will not accept any bid or replies from, award any contract to, or transact any business with a Bidder or affiliate on the discriminatory vendor list for a period of 36 months following the date that Bidder or affiliate was placed on the discriminatory vendor list unless that Bidder or affiliate has been removed from the list.

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

The Awarded Bidder shall comply with the Public Records Laws of the State of Florida, including but 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 the Contract and shall be enforced in accordance with the terms of the Contract.

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDED BIDDER'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 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128

1.52. PROHIBITION ON POLYSTYRENE ARTICLES IN MIAMI-DADE COUNTY PARKS

Pursuant to Rule 36 of Chapter 26 of the Code of Miami-Dade County, Parks, Recreation and Open Spaces Department Contractors (Parks Contractors) shall not sell, use, provide food in, or offer the use of Polystyrene articles, also known as Styrofoam, on park property or facilities located within Miami-Dade County Parks. This rule is applicable to a

contractor, vendor, lessee, licensee, programming partner, or permittee of the County that uses, works on, provides services at, or undertakes construction of a park property; a special events permittee for an event in a park; or an operator or manager of a park property or a facility within a park. This rule shall not apply to Polystyrene articles that are used for prepackaged food that have been filled and sealed prior to receipt by the Parks Contractor. A violation of this rule shall be deemed a default under the terms of the applicable contract between the County and the Parks Contractor.

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

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

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

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

1.54. LABOR, MATERIALS, AND EQUIPMENT
Awarded Bidder shall furnish all labor, materials, and equipment necessary for satisfactory Contract performance. When not specifically identified in the Technical Specifications, such materials and equipment shall be of a suitable type and grade for the purpose of the Work and Contract. All materials, workmanship, and equipment shall be subject to inspection and approval by the County prior to commencement of the Work, unless otherwise specified in the Solicitation.

1.55. ACCIDENT PREVENTION AND BARRICADES
Precautions shall always be exercised for the protection of persons and property. All Awarded Bidders performing Services under the Contract shall conform to all relevant Occupation Safety and Health Administration (OSHA) requirements, State and County regulations, and County department's safety procedures during such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Awarded Bidder. Barricades shall be provided by the Awarded Bidder when Work is performed in areas traversed by persons, or when deemed necessary by the County.

1.56. CLEAN-UP
All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in accordance with all laws and permits pertaining to the safe and proper disposition of the materials and debris. Upon final completion, the Awarded Bidder shall thoroughly clean up all areas where Work has been involved, as mutually agreed with the associated department's project manager.

1.57. FAA ADDITIONAL/SPECIALPROVISIONS
(Note: Paragraph 1.57. FAA Additional/Special Provisions applies to airport program contracts.)
This Section outlines the provisions currently required under applicable FAA guidelines. The Awarded Bidder/Contractor/Prime Contractor shall comply with the terms of these provisions as amended from time to time. The Mayor or the Mayor's designee shall have the authority to administratively amend these provisions to reflect revisions, additions, or removals of required FAA provisions as issued through official FAA guidance. Any such amendments shall be provided in writing to the Awarded Bidder/Contractor/Prime Contractor through an updated version of these provisions. Failure to agree to the amendment proffered by MDAD shall cause the County to terminate this agreement for convenience.

A. General Civil Rights Provisions
In all its activities within the scope of its airport program, the Contractor and its Subcontractors agree to comply with pertinent statutes, executive orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision binds the Contractor and its Subcontractors from the Solicitation period through the completion of the Contract.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities
During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.) (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975 (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, which prohibits discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations**: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Non-discrimination**: The Contractor, with regard to the Work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin , creed, sex, age, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all Solicitations, either by competitive bidding, or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor or Supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**: In the event of a Contractor's non-compliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the Contract until the Contractor complies and/or;
   b. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

D. All Contracts and subcontracts that result from this Solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

E. All Contracts and subcontracts that result from this Solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.
Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

F. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

G. Certification regarding domestic preferences for procurements

The Bidder certifies by signing and submitting this bid that, to the greatest extent practicable, the Bidder has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR 200.322.

1.58. FORCE MAJEURE

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

SECTION 1
GENERAL TERMS AND CONDITIONS

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the project manager of the other party. In addition, the affected party shall provide to the counterparty within seven (7) days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience, negotiate with the next low Bidder, or obtain the goods and/or services through a separate contract.

1.59. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER OR CONTRACTED CARRIER

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the Common Carrier or Contracted Carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), *titled* "Prohibition against governmental entity contracts with Common Carriers," etc., which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 908.111, F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this Contract as **Exhibit A** - Common Carrier or Contracted Carrier Attestation Form and must be executed by Contractor and provided to Miami-Dade County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until Contractor executes and provides such attestation.

Additionally, the Contractor acknowledges and agrees that this Paragraph and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Paragraph 1.14 Federal, State and Local Compliance Requirements. The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions as provided for in Paragraph 1.26 Termination for Default. If County terminates this Contract for cause under this subsection, County shall retain its rights under Paragraph 1.28 Fraud and Misrepresentation to (1) terminate or cancel any other Contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

1.60. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by Section 3-43 of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

(a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;

(b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of Section 3-43 of the Code of Miami-Dade County is not consistent with the best interests of the public; or

(c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, as that list may be amended from time.

The Contractor acknowledges that certain cybersecurity, information technology and operational technology records and information are confidential and exempt from public disclosure as provided by Section 119.0725, Florida Statutes. The Contractor shall maintain the confidentiality of such records and shall not disclose, release, copy, distribute, or permit access to the records except as authorized by law or by the County.

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

1.61. COMPLIANCE WITH FEDERAL PROVISIONS

The following provisions apply for the purchase of goods, services, construction or repairs to be provided as a result of any award under this Solicitation, by an Awarded Bidder to Miami-Dade County, and funded, in whole or in part, by Federal assistance in the form of grant, subgrant, loan or reimbursement either directly to the County as a recipient or as a subrecipient of funding provided from the Federal government to an agency of the State of Florida or to another pass-through agency..

A. EQUAL EMPLOYMENT OPPORTUNITY

(Note: This EEO provision shall not apply to airport program contracts)

i. **Applicability.** The regulations in this part apply to all agencies of the Government administering programs involving Federal financial assistance which may include a construction contract, and to all contractors and subcontractors performing under construction contracts which are related to any such programs.

ii. **Required Language.** 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILTY AND VOLUNTARY EXCLUSION
(Note: This provision shall apply to grant and cooperative agreement programs for Contracts exceeding $25,000).

(1) Contractors who apply or bid for, or have received an award exceeding $25,000, shall file the attached **Exhibit C –** Suspension and Debarment Certification Form.
(2) Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
(3) Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(4) Certification is a material representation of fact relied upon by Miami-Dade County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(5) The Bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this Bid is valid and throughout the period of any Contract that may result from this Solicitation. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
(Note: This provision shall apply to funding agreements.)

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

This requirement applies to "*funding agreements*," but it **DOES NOT apply to the FEMA Public Assistance Program**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

D. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS
(Note: This provision shall apply to all contracts greater than $100,000).

Contractors who apply or bid for, or have received an award exceeding $100,000, shall file the attached **Exhibit B** – Byrd Anti-Lobbying Certification and Disclosure Statements. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to Federal Awarding Agency.

If applicable, Contractors must sign and submit to the non-federal entity the following certification:

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-

LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Refer to Exhibit B - Byrd Anti-Lobbying Certification and Disclosure Statement

E. DAVIS-BACON ACT (40 U.S.C. § 3141-3148) and **COPELAND "ANTI-KICKBACK" ACT** (18 USC § 40 U.S.C. 3145).

The Copeland Anti-Kickback Act applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies and provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal Awarding Agency. The Davis-Bacon Act applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

Accordingly, if applicable to this Contract,

(1) All prime construction contracts exceeding $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the Work wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. The County will attach a copy of the current prevailing wage determination issued by the Department of Labor to this solicitation.

Effective October 23, 2023, the U.S. Department of Labor implemented the Wage and Hour Division's (WHD) original methodology for determining prevailing wages, known as the "three-step process" that was in effect prior to 1983. According to said process, in the absence of a wage rate paid to a majority of workers in a particular classification, a wage rate will be considered prevailing if it is paid to at least 30% of such workers. Only if no wage rate is paid to least 30% of workers in a classification will a weighted average rate be used.

Other wage determination improvements noted in the Davis-Bacon amendments of October 2023 are noted below:

(a) Frequently Conformed Rates – permits the Department. of Labor to list on wage determinations a new category of supplemental wage and fringe benefit rates for classifications for which the Department's WHD received insufficient data through its wage survey process and for which conformance requests are regularly submitted.

(b) Periodic Adjustments to Wage Determinations – permits WHD to periodically adjust certain non-collectively bargained prevailing wage and fringe benefit rates between Davis-Bacon wage surveys so that these rates do not become out-of-date and fall behind prevailing rates in the area. Such rates may be adjusted based on U.S. Bureau of Labor Statistics Employment Cost Index (ECI) data no more frequently than once every three (3) years, and no sooner than three (3) years after the date of the rate's publication.

(c) Use of State or Local Agency Prevailing Wage Rates - allows WHD to adopt prevailing wage rates set by state or local officials, even if the state or locality's methods or criteria for determining the prevailing wage are not precisely the same as WHD's. provided that specified criteria are met.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a Contract or Subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

a. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).
b. Laborers or mechanics performing Work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
c. Duration of Applicability of Wage Determination to Contract or Project applies for the life of the contract, with three (3) limited exceptions: where there is new out-of-scope construction, where there is an additional time period not previously obligated, or where the contract is an indefinite-delivery-indefinite quantity (IDIQ) or similar long-tern contract.
    i. New out-of-scope construction: The final rule codifies the Department's longstanding position that the most recent revision of any applicable wage determination(s) must be incorporated when a contract is modified to include

substantial additional construction not within the scope of work of the original contract.

ii. Additional time period not obligated: the final rule codifies WHD's longstanding position that the most recent revision of any applicable wage determination(s) must be incorporated when a contract is changed to require the contractor to perform work for an additional time period not originally obligated, such as when an option is exercised.

iii. IDIQ and similar long-term contracts: The final rule requires contracting agencies to update wage determinations annually for IDIQ and similar long-term contracts that require construction work over a period of time that is not tied to the completion of any particular project.

d. Multiple Types of Construction means when a project involves work in more than one (1) type of construction (e.g., building, heavy, highway, residential), the contracting agency must incorporate the applicable wage determination for each type of construction involved that is anticipated to include a substantial amount of construction.

e. Project Wage Determinations:

i. Multi-County Projects – authorizes contracting agencies to request a project wage determination where the project involves work in more than one (1) county and will employ workers who may work in more than one (1) county.

(2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.

(3) The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all these Contract clauses.

(4) A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12. The debarment provisions set forth a three-year (3) period for all debarments.

(5) The Copeland "Anti-Kickback Act" provides for the following standards: Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by Loans or Grants from the United States").

Compliance with the Copeland "Anti-Kickback" Act.

a. **Contractor**. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.

b. **Subcontracts**. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses, as the Federal Awarding Agency may require by appropriate instructions, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all these Contract clauses.

c. **Breach**. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12."

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. §§ 3702 AND 3704

(1) **Applicability.** This provision applies to all contracts awarded by the County in excess of $100,000 under federal grants or cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The amended Davis-Bacon Act (effective October 23, 2023) articulates circumstances under which transportation (e.g., of materials) by employees of contractors or subcontractors is covered, namely:

i. Transportation entirely within the site of the work (i.e., from one (1) location on the worksite to another).

ii. Transportation of a "significant portion" of a public work between a secondary construction site and a primary construction site.

iii. Transportation between an adjacent or virtually adjacent dedicated support site (e.g., project-dedicated batch plants or borrow pits located next to the worksite) and the primary or secondary worksite; and

iv. Onsite activities essential or incidental to offside transportation (e.g., pickup, drop off, loading and waiting time) where such time is not de minimis. The total amount of time a driver spends on the site of the work during a typical day or workweek – not just the amount of time that each individual delivery or removal takes – is relevant to a determination of whether the driver's onsite time is de minimis.

(2) **Overtime requirements**. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(3) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Paragraph (F)(2) of this section, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (F)(2) of this Section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (F)(2) of this Section.

(4) **Withholding for unpaid wages and liquidated damages.** Miami-Dade County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and

liquidated. Damages as provided in the clause set forth in Paragraph (F)(3) of this section.

(5) **Contractor or Subcontractor.** The clauses set forth in Paragraphs (F)(1) through (4) of this Section shall be inserted in any subcontracts and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in Paragraphs (F)(1) through (4) of this Section."

Further Compliance with the Contract Work Hours and Safety Standards Act.

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

(ii) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security (DHS), the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

G. THE CLEAN AIR ACT, 42 U.S.C. §§7401-7671q and the **FEDERAL WATER POLLUTION CONTROL ACT**, 33 U.S.C. §§ 1251-1387
(Note: This provision shall apply to contracts exceeding $150,000 awarded by the County under a federal grant).

(1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, 33 USC §1251 et. seq.

(2) Contractor agrees to report each violation to Miami-Dade County (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

H. PROCUREMENT OF RECOVERED MATERIALS
(Note: This provision shall apply to contracts exceeding $10,000).

In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the Contract performance schedule;
(2) Meeting Contract performance requirements; or
(3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:https://www.epa.gov/smm/frequent-questions-about-comprehensive-procurement-guideline-cpg-program

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) **Prohibitions.**

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in Paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) **Exceptions.**

(1) This clause does not prohibit Contractors from providing:

(i) A Service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) **Reporting requirement.**

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract

performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in Paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to Paragraph (d)(1) of this clause:

(i) Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within ten (10) business days of submitting the information in Paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) **Subcontracts.**

The Contractor shall insert the substance of this clause, including this Paragraph (e), in all subcontracts and other contractual instruments.

J. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. It is the intent of Miami-Dade County and the Contractor that this agreement includes and incorporate all requirements under all applicable State or Federal law, rules, regulations, or standards as may be needed such that this agreement is eligible for state or Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this agreement, and Contractor shall comply with same as if same were expressly included herein. Refer to Section 3-42. of the Code of Miami-Dade County and Paragraph 1.62T.

K. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321

Pursuant to C.F.R. 200.321, Miami-Dade County should ensure that minority businesses, women's business enterprises, and labor surplus area firms are considered when possible. Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

(6) Requiring a contractor under a Federal award to apply this section to subcontractors .

L. ACCESS TO RECORDS

In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

1) The Contractor agrees to provide Miami-Dade County, the Federal Awarding Agency's Administrator, the Comptroller General of the United States, Inspectors General of the United States, the Florida Auditor General, the Chief Inspector General of the State of Florida, the Florida Division of Emergency Management, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3) The Contractor agrees to provide the Federal Awarding Agency's Administrator or his authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.

4) The Contractor agrees to retain its books, documents, papers and records of Contractor pertinent to this Contract for a period of five (5) years from the date of expiration of this Contract; provided, however, that the following are exceptions to this five (5) year requirement:

(i) If any litigation, claim or audit is started before the expiration of the five (5) year period and Contractor is notified of same, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(ii) Where Contractor is notified in writing to extend the retention period, then the record must be retained for the additional times requested by the government; and

(iii) Where Contractor transfers all records to the County at the completion of the Contract as set forth in and in accordance with section M herein, then Contractor is not required to retain records for the five (5) year period as herein required and shall instead comply with the requirements of section M below.

In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, Miami-Dade County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency's Administrator or the Comptroller General of the United States.

M. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use including prepared derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the County or, acquire on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any Work subject to copyright under 17 U.S.C. §102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the County data

first produced in the performance of this Contract in formats acceptable by the County.

N. PROGRAM FRAUD AND FALSE OF FRAUDULENT STATEMENTS OF RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

O. DHS SEAL, LOGO, AND FLAG

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the Federal Awarding Agency. The Contractor shall include this provision in the any subcontracts.

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal policies, procedures, and directives.

Q. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

R. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract as stipulated in Paragraph 1.24 Modification of Contract above. All changes to the method, pricing, or schedule of work must be reasonable and the Contractor shall not present any claim which is not allowable or allocable under any Federal rule, requirement, or standard. The Contractor shall present all full and complete written justification, including cost or schedule documentation, supporting any request for a change to the Agreement at the direction of the County, and shall certify any such request for a change pursuant to the County's False Claims Ordinance, 21-255 et seq of the Code of Miami-Dade County.

S. NO OBLIGATION BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT

The Florida Division of Emergency Management and the State of Florida are not parties to this Contract and are not subject to any obligations or liabilities of the County, Contractor, or any other party pertaining to any matter resulting from the Contract. The Contractor agrees to hold harmless and indemnify the Florida Division of Emergency Management, the State of Florida, the United States of America, the Federal Funding Agency, the County, and their employees and/or contractors from and against all liability and claims of whatever nature by third parties arising from this Contract or the performance of Work arising from this Contract.

T. BUY AMERICA PREFERENCES FOR INFRASTRUCTURE PROJECTS

In accordance with 2 CFR Part 184, the County shall ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States. The Bidder certifies by signing and submitting this bid that the iron, steel, manufactured products and construction materials used in this Contract are in full compliance with the Build America, Buy America Act. It is the intent of the County and the Contractor that this agreement includes and incorporates all requirements under all applicable Federal law, rules, regulations, or standards as may be needed such that this agreement is eligible for Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this agreement, and Contractor shall comply with same as if same were expressly included herein.

1.62. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By submitting a bid, quote or other response, or otherwise entering into, a contract under this Solicitation, the Bidder affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Bidder further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Bidder is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Bidder; or c) the Bidder is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S.

This affirmation by the Bidder shall be in the form of the **Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**.

1.63. HUMAN TRAFFICKING AFFIDAVIT

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

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

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

1.64. LANGUAGE AND CURRENCY OF BID

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the County, shall be written in the English language. The currency of the Bid and the currency of payment under the resulting Contract shall be the United States Dollar.

1.65. FLORIDA DEI LAW

1. Definitions

"Applicable Florida DEI Law" means §§ 125.595, 166.04971, and 287.139, Florida Statutes, as enacted by Chapter 2026-43, Laws of Florida, and as any of those provisions may be amended, supplemented, or replaced from time to time.

"County Funds" means solely those funds disbursed or payable by the County to Contractor directly under this re pursuant to the payment or reimbursement obligations set forth herein, except as otherwise provided by Applicable Florida DEI Law. County Funds does not include funds Contractor receives from any other source, including federal, state, private, or other grants not administered or disbursed directly through this Contract.

SECTION 1
GENERAL TERMS AND CONDITIONS

"Diversity, equity, and inclusion" has the meaning set forth in § 125.595(1)(b), Florida Statutes, as that provision may be amended from time to time.

2. Rule of Construction

Notwithstanding any other provision contained within this Contract, no provision of this Contract shall be construed to obligate the Contractor to engage in, or to require or authorize conduct that violates, Applicable Florida DEI Law. This rule of construction applies to the Contract as a whole. Where any provision of this Contract is susceptible to an interpretation that produces such a violation and an interpretation that does not, the interpretation consistent with Applicable Florida DEI Law controls.

Any provision of this Contract that cannot be reconciled with this rule of construction is void ab initio and without legal force or effect to the extent of the conflict.

3. Contractor's Representations and Warranties

Contractor represents and warrants that:

(a) Non-Use of County Funds. Contractor shall not expend or use County Funds, directly or indirectly, to require its employees, subcontractors, sub-subcontractors, volunteers, vendors, or agents to ascribe to, study, or receive instruction using materials relating to diversity, equity, and inclusion, as defined in Applicable Florida DEI Law.

(b) Scope. This Section applies only to Contractor's use of County Funds under this Contract. Nothing in this Section restricts Contractor's use of its own funds.

Contractor shall notify the County's [ ] in writing within five (5) business days after Contractor learns that any representation, warranty, or certification under this Section was inaccurate when made, has become inaccurate, or has been violated.

A violation of subsection (a) above shall constitute a material breach of this Contract and shall subject Contractor to immediate termination. Contractor shall not be entitled to any cure period for a violation of subsection (a). In the event of any such violation, the County may avail itself of all remedies available at law or in equity, including but not limited to injunctive relief or the recovery of damages. Contractor shall, in the event of any termination under this Section, be responsible for the repayment of all County Funds used in violation of subsection (a) within 30 days of receipt of the notice of termination. This remedy is supplemental and cumulative to any remedy provided for herein or at law or in equity.

4. Pre-award Certification

As a condition of award of this Agreement, and pursuant to § 287.139, Florida Statutes, Contractor certifies as follows:

Contractor certifies that it does not and will not expend or use any County Funds to require its employees, subcontractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as defined in § 125.595(1)(b), Florida Statutes. This certification does not restrict Contractor's use of its own funds.

This certification is a material inducement to the County's award of this Contract. A certification that is false as of the date made, or that becomes false due to Contractor's failure to make required notices during the term, constitutes a material breach of this Contract.

5. Indemnification

Contractor shall indemnify, defend, and hold harmless the County, its Board of County Commissioners, officers, employees, and agents from and against any claims, actions, damages, costs, and expenses—including reasonable attorneys' fees—arising out of or resulting from Contractor's breach of Section 3 of this Contract, including any claim brought against the County under § 125.595(6), Florida Statutes, that is attributable to Contractor's conduct or use of County Funds under this Contract. This indemnification does not apply to claims arising solely from the County's own wrongful act, negligence, or wrongful termination of this Contract. If this Contract is subject to § 725.06, Florida Statutes, this indemnification is limited to the extent required by that statute.

6. Severability

If a court of competent jurisdiction enters a final judgment holding that a specific provision of this Contract violates Applicable Florida DEI Law, that provision is severed and unenforceable to the extent of the violation. The remainder of this Contract continues in full force and effect. Severance of any provision under this Section is not grounds for a claim of frustration of purpose, failure of consideration, or termination by either party, and Contractor waives any such claim arising solely from a severance under this Section to the fullest extent permitted by law.

Notwithstanding the foregoing, the County may, in its sole discretion, upon any court ruling—whether interlocutory or final—finding that any provision of this Agreement violates Applicable Florida DEI Law, suspend its performance obligations or terminate this Contract without cause, and such suspension or termination shall not constitute a breach of this Agreement by the County. Contractor's obligations under this Contract continue in full force during any such suspension and through the effective date of any termination. The County's exercise of this right does not limit any other remedy available to the County at law or in equity.

During the pendency of any litigation challenging a provision of this Contract under Applicable Florida DEI Law, Contractor shall continue performing its obligations as if the challenged provision remains in force, unless a court of competent jurisdiction enters a stay or preliminary injunction directed at Contractor's performance obligations or the County suspends or terminates the Contract.

7. Survival

All rights, obligations, and remedies arising under this Section that by their nature are intended to survive, or that relate to conduct, expenditures, or violations occurring during the term of this Contract, survive the expiration or earlier termination of this Contract regardless of the cause of termination. Obligations that are procedural in nature and have no operative function after expiration or termination do not survive solely by virtue of this Section.