

RESOLUTION NO. 2022- 2909

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH HAGERTY CONSULTING, INC. FOR STAND-BY DISASTER COST RECOVERY SERVICES, UTILIZING THE TERMS AND CONDITIONS OF THE MIAMI-DADE COUNTY CONTRACT COMPETITIVELY AWARDED PURSUANT TO RFP NO. 01488; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") desires to select a provider on a stand-by or back-up basis for emergency management professional services to manage the cost recovery and reimbursement services that occur after a disaster (the "Services"); and

WHEREAS, Miami-Dade County, Florida (the "County"), issued Request for Proposals No.01488 (the "RFP") for the Services and competitively solicited and awarded a contract to Hagerty Consulting, Inc. (the "Contractor") pursuant to the RFP (the "County Contract"); and

WHEREAS, the Contractor has extended the pricing, terms, and conditions of the County Contract to the Town; and

WHEREAS, the Town wishes to enter into an agreement with the Contractor for the Services, in substantially the form attached hereto as Exhibit "A," utilizing the pricing, terms, conditions, and pricing of the County Contract (the "Agreement"); and

WHEREAS, the Town Commission finds that the Services have already been competitively procured by the County and are exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code of Ordinances (the "Code"); and

WHEREAS, the Town Commission finds that the award of an Agreement for the Services to the Contractor and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The Agreement, in substantially the form attached hereto as Exhibit "A," is approved.

Section 3. Exemption from Competitive Bidding. The Town Commission finds that hiring the Contractor to provide the Services by utilizing the County Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. Authorization to Execute Agreement. The Town Manager is authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor on behalf of the Town, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 5. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement for the Services, and the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of August, 2022.

Motion By: Vice Mayor Rose
Second By: Commissioner Landsman

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>



Shlomo Danzinger, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**COOPERATIVE AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
HAGERTY CONSULTING, INC.
FOR
DISASTER COST RECOVERY SERVICES**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2022 (the "Effective Date"), by and between the TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation, (hereinafter, the "Town"), and HAGERTY CONSULTING, INC., a Illinois corporation (hereinafter, the "Contractor"). Collectively, the Town and Contractor are referred to as the "Parties."

WHEREAS, the Town desires to utilize the services of the Contractor for the provision of stand-by or back-up emergency management professional services to manage the cost recovery and reimbursement services that occur after a disaster (the "Services"); and

WHEREAS, Miami-Dade County (the "County"), issued Request for Proposals No. 01488 (the "RFP") for the Services and competitively solicited and awarded a contract to the Contractor pursuant to the RFP (the "Master Contract"); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Master Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances (the "Code") provides that purchases made under state general service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies, or through cooperative purchasing are exempt from the competitive bidding procedures of Chapter 3 of the Town Code; and

WHEREAS, pursuant to Section 3-13(3) of the Code, the Town desires to "piggyback" on the competitively awarded Master Contract to the Contractor pursuant to the RFP and engage the Contractor to perform the Services as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

- 1. Incorporation of Master Contract.** The terms and conditions of the Master Contract, which is attached as Exhibit "A," is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Master Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Master Contract, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Master Contract unless otherwise provided in this Agreement. All references to “Miami-Dade County” or the “County” shall be replaced with the “Town of Surfside” or the “Town” where applicable.
4. **Article 6 Section (1) of Master Contract.** Article 6 Section (1) of the Master Contract is hereby deleted and replaced as follows:

(1) to the Town:

- a) to the Town Manager:
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

and,

- b) to the Town Attorney:
Weiss Serota Helfman Cole & Bierman, P.L
Attention: Lillian M. Arango, Esq.
2800 Ponce de Leon Blvd, Suite 1200
Coral Gables, FL 33134
Phone: (305) 8540800
E-mail: larango@wsh-law.com

5. **Article 9 of Master Contract.** Article 9 of the Master Contract is hereby deleted in its entirety and replaced as follows:

ARTICLE 9. METHOD OF TIMES AND PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Town will pay for services provided and approved under each Purchase Order (PO) at the Contractor’s hourly rates in accordance with Appendix B – Price Schedule. The Town will use Purchase Orders as a Notice to Proceed for any requested deliverables under this Agreement. The Contractor may bill the Town periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to the issued Purchase Orders at the hourly rates indicated under Appendix B – Price Schedule. However, if an invoice is received from the Contractor with no PO associated with it, the invoice will not get paid. All invoices shall be taken

from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Town, shall show the Town's Agreement number, and shall have a unique invoice number assigned by the Contractor.

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

Town of Surfside
Finance Department
Attention: Jason Greene, Chief Financial Officer
9293 Harding Avenue
Surfside, Florida 33154
Phone: (305) 861-4863
E-mail: jgreene@twonofsurfsidefl.com

6. **Article 17 of Master Contract.** Article 17 of the Master Contract is hereby deleted in its entirety and replaced as follows:

ARTICLE 17. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS

- a) Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- b) Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- c) Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- e) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- f) Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- g) Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

7. **Article 31 of the Master Contract.** Article 31 of the Master Contract is hereby deleted in its entirety and replaced as follows:

ARTICLE 31. CONFLICT OF INTEREST.

To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. **Article 32 of the Master Contract.** Article 32 of the Master Contract is hereby deleted in its entirety.

9. **Article 39 of the Master Contract.** Article 39 of the Master Contract is hereby deleted in its entirety.

10. **Article 40 of the Master Contract.** Article 40 of the Master Contract is hereby deleted in its entirety and replaced as follows:

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF THE TOWN OF SURFSIDE

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the Town in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the Town 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 Town 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 Town in a format that is compatible with the information technology systems of the Town. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCreedy, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccreedy@townofsurfsidefl.gov

[Remainder of page intentionally left blank. Signature pages follow.]

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

HAGERTY CONSULTING, INC.

By: _____
Andrew Hyatt
Town Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman,
P.L.
Town Attorney

Addresses for Notice:

Andrew Hyatt
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman,
P.L.
Attn: Lillian M. Arango, Esq.
Town of Surfside Attorney
2800 Ponce de Leon Boulevard, Suite
1200
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT "A"

Agreement

between

Miami-Dade County

and

Hagerty Consulting, Inc.

For Disaster Cost Recovery Services

(including all Appendixes and Exhibits attached thereto)

**Disaster Cost Recovery Services
Contract No. RFP-01488**

THIS AGREEMENT made and entered into as of this 23rd day of September, 2020 by and between Hagerty Consulting, Inc., a corporation organized and existing under the laws of the State of Illinois, having its principal office at 1618 Orrington Avenue, Suite 201, Evanston, IL 60201 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide providing the Emergency Management Professional Services, required to manage the cost recovery and reimbursement services that occur after a disaster, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.01488 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 29, 2020, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 01488 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services

- Department, or the duly authorized representative designated to manage the Contract.
- c) The word "Contractor" to mean Hagerty Consulting, Inc., and its permitted successors.
 - d) The words "Community Development Block Grant" or "CDBG" to mean the U.S. Department Housing and Urban Development (HUD) Community Development Block Grant Program, which provides communities with resources to address a wide range of unique community development needs.
 - e) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
 - e) The word "Days" to mean Calendar Days.
 - f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
 - g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
 - h) The words "Disaster Recovery Reform Act" to mean the Disaster Recovery Reform Act signed into law in October 5, 2018.
 - h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
 - i) The acronym "FEMA" to mean the Federal Emergency Management Agency, an agency of the United States Department of Homeland Security, responsible for coordinating government-wide relief efforts.
 - j) The words "Interim Policy Management Costs" to mean the management costs associated with the Public Assistance (PA) Management Costs Interim Policy, which implements Section 1215 of the Disaster Recovery Reform Act of 2018.
 - k) The words "Management Costs" to mean any indirect cost, any direct administrative cost, and any other administrative expense associated with a specific project under a major disaster, emergency, or disaster preparedness or mitigation activation or measure as defined under the Disaster Recovery Reform Act of 2018.
 - l) The word "MDFR" to mean Miami-Dade Fire Rescue Department.
 - i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
 - j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), 4) the Miami-Dade County's RFP No. 01488 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation, in accordance with customary industry standards, with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and

Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner, in accordance with industry standards, in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

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

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

- a) to the Project Manager:

Miami-Dade County Fire Rescue Department,
Office of Emergency Management
Attention: Division Director
9300 NW 41st Street
Miami, Florida 33178.
Phone: (305) 468-5406
E-mail: charles.cyrille@miamidade.gov

and,

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Hagerty Consulting, Inc.
Attention: Bradley R. Grining
1618 Orrington Avenue, Suite 201,
Evanston, IL 60201
Phone: 312-560-5894
E-mail: brad.grining@hagertyconsulting.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with each Purchase Order (PO) issued as a Notice to Proceed at the hourly rate indicated under Appendix B – Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount listed on the PO, except for an issuance of a new PO, change and/or modification to the PO or Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the County will pay for services provided and approved under each PO at the Contractor's hourly rates in accordance with Appendix B – Price Schedule. The County will use a Purchase Order as a Notice to Proceed for any requested deliverables under this Contract. The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant

the issued Purchase Orders at the hourly rates indicated under Appendix B – Price Schedule. However, if an invoice is received from the Contractor with no PO associated with it, the invoice will not get paid. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

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

Miami-Dade County Fire Rescue Department,
Office of Emergency Management
Attention: Division Director
9300 NW 41st Street
Miami, Florida 33178.
Phone: (305) 468-5406
E-mail: charles.cyrille@miamidade.gov

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature

arising out of, relating to or resulting from the negligent or reckless performance of Services under this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 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 Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance or Errors & Omissions, in an amount not less than \$5,000,000 per occurrence and in the aggregate.
5. Crime Coverage in an amount of no less than \$1,000,000. Coverages to include forgery or alteration, computer fraud, funds transfer fraud, fraudulent money orders & counterfeiting.

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

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

OR

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

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

**Miami-Dade County
111 N.W. 1st Street
Suite 1300**

Miami, Florida 33128-1974

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

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

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

ARTICLE 11. MANNER OF PERFORMANCE

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

position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

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

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

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

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

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

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 28. CONFIDENTIALITY

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

ARTICLE 29. PROPRIETARY INFORMATION

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

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

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County

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

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

ARTICLE 30. PROPRIETARY RIGHTS

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

technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

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

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
20. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

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

ARTICLE 32. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. Due to federal funding, this Contract is exempted from paying the one quarter (1/4) of one (1) percent of the total contract amount cost for the audit of this Contract.

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

Inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

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

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

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended by executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60), as well as the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, chapter 553, Florida Statutes, and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities and Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as may be applicable.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

- d) **Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."**
- e) **Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."**
- f) **Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."**
- g) **Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.**
- h) **The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).**
- i) **Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."**
- j) **Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."**
- k) **Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."**
- l) **Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."**
- m) **Any other laws prohibiting wage rate discrimination based on sex.**
- n) **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352**
- o) **The Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).**
- p) **Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.**
- q) **Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR part 200.**
- r) **The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC §6101-07) and regulations issued pursuant thereto (24 CFR Part 146).**
- s) **The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) and regulations issued pursuant thereto (24 CFR Part 8); the Americans with Disabilities Act and regulations pursuant thereto (28 CFR Part 36).**
- t) **The employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274(e)E of the Immigration and Nationality Act].**
- u) **Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.**
- v) **Disaster Recovery Reform Act of 2018.**

- w) 2 CFR § 200.321, the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- x) The Coronavirus Aid, Relief, and Economic Security (CARES) Act; including the requirements for the funding that is part of the CARES Act through FEMA Assistance for Firefighters Grant Program.
- y) FEMA's reporting requirements and regulations, including FEMA policy, and other applicable reporting requirements as follows:
 - 1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
 - 2) 44 C.F.R. § 13.41 (Financial Reporting)
 - 3) 44 C.F.R. § 13.50(b) (Reports)
 - 4) 44 C.F.R. § 206.204(f) (Progress Reports)
 - 5) FEMA Standard Operating Procedures, Public Assistance Program Management and Grant Closeout Standard Operating Procedure, and other applicable operation manuals.
 - 6) FEMA-State Agreement

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

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

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

ARTICLE 34. NONDISCRIMINATION

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

By entering into this Contract, the Contractor attests that it is not in violation of the Americans

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

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

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 37. BANKRUPTCY

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

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

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

ARTICLE 41. SURVIVAL

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

ARTICLE 42. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this Article:

"Agency", as defined in 5 U.S.C. § 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. § 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

"Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;**
- ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;**
- iii) A special Government employee as defined in section 202, title 18, U.S.C.; and**
- iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 45, appendix 2.**

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi State, regional, or interstate entity having governmental duties and powers.

b) Prohibition.

- i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement**

to pay 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 any of the following covered Federal actions; 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.

ii) The prohibition does not apply as follows:

1. Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

2. Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

- i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action
 - ii) Any reasonable payment to a person, other than an officer or employee of a person, requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award document.
 - i) Selling activities by independent sales representatives.
- (d) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter.
 - i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (e) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (f) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. § 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (g) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or

reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

ARTICLE 43. INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

ARTICLE 44. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 45. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all subcontractors.

(Signatures on Following Page)

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

Contractor

Miami-Dade County

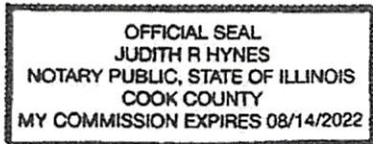
By: *Stephen H. Hagerty*
 Name: STEPHEN H. HAGERTY
 Title: PRESIDENT
 Date: AUGUST 14, 2020
 Attest: *Judith R. Hynes*
 Corporate Secretary/Notary Public

Digitally signed by
 Tara C. Smith
 Date: 2020.09.24
 14:34:45 -04'00'

By: *Tara C. Smith*
 Name: Carlos A. Gimenez
 Title: Mayor
 Date: 9-25-2020
 Attest: *Michael...*
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



EWP
 Assistant County Attorney

**Appendix A,
Scope of Services**

1. Introduction/Background

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Fire Rescue Department (MDFR), is contracting for the provision of Emergency Management Professional Services to manage the cost recovery and reimbursement services that occur after a disaster for the County.

The County requires the assistance of an Emergency Management Professional Services Consultant to manage the cost recovery and reimbursement services that occur after a disaster. Therefore, the Contractor should have knowledge and hands on experience of 1) comprehensive emergency management, specifically in Federal cost reimbursement; 2) mitigation grant planning; 3) Community Development Block Grant-Disaster Recovery grant management; and 4) local government planning experience, addressing local implementation of the FEMA National Disaster Recovery Framework (NDRF), which provides guidance that enables effective recovery support. Familiarity with Federal, State, and Local ordinances, statutes, laws, and regulations that define the role and responsibilities of emergency management is also desired. Additionally, the Contractor should make every effort to ensure its certifications and/or qualifications remain valid throughout the term of the contract to maintain at least one of the following emergency management certifications:

- Certified Emergency Manager (CEM)
- Associate Emergency Manager (AEM)
- FEMA Professional Development Series (PDS) Certificate
- Advanced Professional Series (APS) Certificate,
- Completion of FEMA Courses for Trainers / Instructors such as FEMA E/L-449 Course (Train the Trainer), FEMA G-265 Course (Instructional Delivery Skills), etc.
- Public Assistance Data Processing Specialist Qualification Certification
- Public Assistance Data Processing Manager Qualification Certification
- Public Assistance Task Force Leader Qualification Certification
- Public Assistance Planning Manager Qualification Certification
- Public Assistance Planning Specialist Qualification Certification

The County reserves the right to require the Contractor to submit evidence of its qualifications / certifications prior to any award or extension of the Contract.

The Contractor will assist the County in managing the damage assessment, project development, and administration of Federal and State disaster recovery grant programs related to a Federally Declared Disaster incident. This includes, but is not limited to:

1. Public Assistance (PA) Grant Program
2. Hazard Mitigation Grant Program (HMGP)
3. Community Development Block Grant (CDBG)-Disaster Recovery & Mitigation

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4. The Coronavirus Aid, Relief, and Economic Security (CARES) Act; including the requirements for the funding that is part of the CARES Act through FEMA Assistance for Firefighters Grant Program.

The Project shall comprise of four (4) Deliverables, consisting of the key tasks that will require the full-time, dedicated support of the Contractor's staff throughout the performance period of the Project. These key tasks may be activated or deactivated at the County sole discretion, at any time, including before, during, and/or after a declare emergency or disaster at the local, state or national level. The selected Proposer will also assist the County in getting reimbursements under the CARES Act.

2. Deliverable 1: Cost Recovery Program Implementation Training.

The Contractor shall identify and review disaster cost recovery and reimbursement best practices and related materials that includes, but is not limited to:

1. FEMA Public Assistance Program and Policy Guide
2. Miami-Dade County's Comprehensive Emergency Management Plan (CEMP)
3. Miami-Dade County Recovery Plan
4. State of Florida Public Assistance Policies

The Contractor shall conduct interviews with Subject Matter Experts (SME) from various Miami-Dade County Departments, Municipalities, and partner agencies to understand the existing and, disaster, and non-disaster related systems in place. These interviews are also meant to identify lessons learned from past disasters and develop an Implementation plan for enhancements in damage assessment and estimate reporting with a goal of enhancing recovery of costs in future disasters. The Contractor shall prepare a Report with the recommendations on the necessary updates to existing plans and procedures that address disaster recovery and cost reimbursement activities. This report would include recommendations on any operational recovery efforts that impact the cost reimbursement activities.

The Contractor shall address the pre-Federal declaration activities that will assist Miami-Dade County in managing disaster recovery and reimbursement activities.

A. Planning

The Contractor shall:

1. Work closely with the County to maintain and update its Cost Recovery Guide and other relevant plans and procedures to ensure they are aligned with the appropriate Federal and State policies and procedures.
2. Develop tools and action plan for County Departments to use to enhance their compliance and accountability while promoting efficiency in the cost recovery process.
3. Provide guidance on necessary revisions to County plans and procedures that deal with the Initial Damage Assessment (IDA) and Preliminary Damage Assessment (PDA). Develop a guide by County department on their essential recovery activities and provide recommendations on what modifications should occur.

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4. Review existing County payroll policies and provide recommendations on changes that are needed to maximize potential State or Federal reimbursement.
5. Conduct a meeting to inform the County of the Contractor's findings and recommendations.

B. Training and Exercises

The Contractor shall:

1. Develop training courses on the relevant Federal grant programs.
2. Provide necessary training to County Departments, Municipalities, and partner agencies on collecting documentation for the IDA and PDA using templates and shared tools as required.
3. Design and execute in-person and virtual training programs on current Legacy Financial System (e.g. FAMIS, DAR, ADPICS, Payroll) with transition to the future County financial system (e.g. PeopleSoft, etc.) as related to disaster cost recovery. This should include a method to document personnel attendance, training certificate, etc.
4. Design and conduct Homeland Security Exercise and Evaluation Program (HSEEP) compliant workshops, tabletop, functional and/or full-scale exercises related to the disaster recovery and reimbursement system. This includes creation and publication of after-action reports.
5. Conduct annual training for County Departments, Municipalities and partner agencies.

3. Deliverable 2: Cost Recovery Operational Services

The Contractor shall initiate the Cost Recovery Operational Services at the time deemed appropriate by the Office of Emergency management and the Finance Director/Deputy Mayor. This deliverable can be activated for an existing or impending disasters.

The Contractor shall provide personnel that will support and if necessary supplement the Finance Department's cost recovery team, the County Departments' and the EOC's short-term recovery activities. The Contractor's initial response team will lay the groundwork for the Contractor's larger team, which will supplement the Finance Department, the EOC team, and the other relevant County Departments, Municipalities, and Agencies.

Once the Contractor is provided a Notice to Proceed, the Finance Department, in cooperation with the Office of Emergency Management will hold a Planning Workshop. The Workshop will provide detailed information on the expectations of the implementation of Cost Recovery Operational Services so that the Contractor can best support Miami-Dade County, Municipalities and agencies throughout the reimbursement process. The Workshop may be conducted in-person, or virtually, and will occur while the EOC is transitioning o short-term recovery operations.

A. Emergency and Recovery Operations Centers and Federal Joint Field Office

The Contractor shall:

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- 1) Maintain an emergency contact list to ensure communication pre and post disaster between the consultant and Miami-Dade County.
- 2) Provide personnel to assist in staffing the Miami-Dade Emergency Operations Center (EOC) and the Recovery Operations Center (ROC).
- 3) Serve as the primary point-of-contact for data collection for the County Departments, its 34 Municipalities and eligible agencies. Develop a storage site for all the data being collected (e.g. SharePoint or other appropriate location to be determined by the County).
- 4) Serve as the primary point-of-contact with the Federal Joint Field Office and the FEMA Program Delivery Manager assigned to the County government (including FEMA auditors and State auditors part of the recovery efforts.)
- 5) Provide additional expertise and staffing as needed to support disaster recovery efforts.
- 6) Participate in response and recovery conference calls with the County, State and FEMA as needed.

B. Damage Assessment

The Contractor shall:

- 1) Provide extensive knowledge, experience and technical competence in planning and oversight of the Initial and Preliminary Damage Assessment processes/
- 2) Conduct, support or assist with the collection, compilation and review of damage assessment data, to include but not limited to:
 - a) Labor costs
 - b) Equipment usage
 - c) Materials used
 - d) Contracts implemented
 - e) Rental equipment usage
- 3) Serve as Miami-Dade County and its 34 Municipalities' advocate during the PDA with the State/FEMA team.

C. FEMA Public Assistance Services

I. Initial Support

The Contractor shall:

- 1) Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically the Robert T. Stafford Act, Post-Katrina Emergency Management Reform Act, and the Disaster Recovery Reform Act.
- 2) Assist in developing the initial projected expenditures for FEMA Categories A-G.
- 3) Maintain contact with appropriate State and Federal officials throughout the recovery phase in order to potentially maximize reimbursement.
- 4) Coordinate the FEMA Kick-Off Meeting with the appropriate County Departments, Municipalities, and Agencies.

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- 5) Provide the initial information to FEMA through the Grants portal. This may include:
 - a) Insurance policies
 - b) Personnel plans and procedures
 - c) Contracts and Agreements

II. General Financial / Grant Management Support

The Contractor shall:

- 1) Establish the documentation processes that are consistent with the County's current financial and emergency management systems and comply with FEMA's regulation and policies.
- 2) Provide guidance and recommendations on intra and inter-County mutual aid agreements.
- 3) Advise on FEMA's regulation, policy and procedures on tracking costs and facilitating reimbursement for all eligible costs.
- 4) Provide recommendations on inter-departmental charges and intra-state mutual aid requests for response activities. This will include providing guidance regarding these requests and existing State and Federal guidance.
- 5) Categorize, record, track, and file costs in support of the financial reimbursement process, track projects, and status of payments from the State.
- 6) Provide staff to the County Departments, municipalities, and agencies to supplement their ability to collect the appropriate data and submit the necessary documentation to FEMA through the Grants Portal.
- 7) Perform internal controls assessments and support compliance monitoring activities.
- 8) Provide recommendations and guidance on what is eligible items to submit for FEMA PA reimbursement and what documentation is needed to justify reimbursement.
- 9) Provide regular status reports and displays on the cost recovery and reimbursement progress.
- 10) Abide by FEMA's policies and procedures regarding Management Costs, including Direct Administrative Costs (DAC), Interim Policy Management Costs, and any applicable FEMA update regarding management costs.
- 11) Assisting in documenting Management Costs, including DAC and Interim Policy Management Costs with the Finance Department and County departments and agencies.
- 12) Maintain security of County documentation used to justify FEMA reimbursement. This includes documentation submitted through the FEMA Grants Portal and Florida PA website.

III. Project Management

The Contractor shall:

- 1) Assist the Finance Department and other County departments and agencies in completing the FEMA Grants Portal Essential Elements of Information (EEI) form for individual

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projects. This applies mostly to the County departments and agencies. Finance does not fill out the EEI forms.

- 2) Serve as an advocate on behalf of the County with FEMA regarding issues with projects. This would be conducted utilizing past precedents and case studies
- 3) Interpret FEMA procedures and provide expert guidance to the County departments, municipalities, and agencies.
- 4) Coordinate with the individual County departments. This includes attending meetings and requesting documentation for submittal to the State and FEMA.
- 5) Provide recommendations to the departments on critical issues (debris management, drainage, historical preservation, etc.).
- 6) Assist in tracking all project documentation submitted and follow-up on any outstanding expenditures to ensure that all eligible expenditures are credited through submitted reimbursements.
- 7) Assist the County in requesting advances of PA funds.
- 8) Conduct research and make recommendations to the County on requesting the implementation of alternative projects from the State and FEMA.
- 9) Meet regularly with the relevant Federal and State representatives on programmatic, financial contracting, and eligibility and process issues at the request of the County.
- 10) Evaluate and recommend potential alternates for Project improvement.
- 11) Provide regular reports to the Finance Department for submittal to the Board of County Commissioners and other senior officials.
- 12) Assist the County in requesting extension requests with the State and FEMA.
- 13) Maintain situation awareness of FEMA Category A-G expenditures for reporting purposes to the Board of County Commissioners and other senior officials.
- 14) Provide recommendations on guidance for reimbursement regarding leased properties and equipment used during response activities.
- 15) Provide additional services as assigned by the Finance Department within the scope of supporting the FEMA PA reimbursement process.
- 16) Provide support for denial of reimbursement request and complex reimbursement issues.

IV. Project Closeout

The Contractor shall:

- 1) Prepare appeals to the Federal and State governments.
- 2) Prepare projects for audits and response to audit findings, as requested.
- 3) Provide a final Report that will summarize the total reimbursement requested, total expenditures by Project, and any special circumstances.

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4. Deliverable 3: Municipal Coordination

The Contractor shall provide technical assistance to the County's 34 municipalities through the seven Divisional EOCs. If this deliverable is activated, the Contractor shall report to the Office of Emergency Management. The Contractor shall:

- a. Provide staff to the seven Divisional EOCs in the County that will provide technical assistance on damage assessments and initial disaster recovery, data collection, and reimbursement to the County and its 34 Municipalities.
- b. Provide guidance on the appropriate eligible activities and documentation to support reimbursement claims.
- c. Support the Office of Emergency Management in the collection and vetting of supporting documentation
- d. Establish a listing of frequently asked questions to facilitate the timely submission of documentation
- e. Serve as Miami-Dade County's and its 34 Municipalities' advocate during the PDA with the State/FEMA team.

5. Deliverable 4: Other Grant Support

The Contractor shall support the Office of Emergency Management and/or the Office of Management and Budget in the administration of the Hazard Mitigation Grant Program and the CDBG-DR or CDBG-MIT programs. This support shall include the following:

- a. Identifying, developing and evaluating opportunities for hazard mitigation and disaster recovery projects to reduce or eliminate risk from future incidents.
- b. Developing grant proposals, submit applications, and if needed, benefit cost analysis to protect damaged elements and facilities from future disasters.
- c. Identifying opportunities through awarded federal disaster funding for cost sharing.

6. Project Management, Coordination and Administration.

Miami-Dade County will identify a Project Manager to serve as the official Liaison and administrative point-of-contact, who will report to the Finance Department. Additional project managers will be appointed as follows to address the deliverables identified in this scope of work:

- Deliverable 1: Office of Emergency Management
- Deliverable 2: Finance Department
- Deliverable 3: Office of Emergency Management
- Deliverable 4: Office of Emergency Management or Office of Management and Budget.

The Contractor shall be responsible for all the data collection, coordination and documentation, unless expressly identified otherwise in this Scope of Work. This shall include, but not be limited to:

- Work item tracking;

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- All meeting coordination, scheduling, participant identification, invitation, and communication. This includes Committee, Stakeholder, Leadership, and Project Management meetings;
- The taking of minutes and notes at all meetings;
- The gathering of feedback, utilizing the most appropriate methods;
- The provision of appropriate materials to ensure that the Stakeholders and Participants have the necessary information to hold discussions and provide appropriate input.

The Contractor shall also present to the County, during routinely scheduled meetings, a written report that:

- Demonstrates progress towards the completion of all deliverables required within this Scope of Work;
- Contains an updated timeline that identifies all deliverables and their actual or expected dates of completion; and
- Identifies any challenges that may affect performance on the Scope of Work.

The Contractor shall be responsible to ensure that all requested deliverables, including drafts, are in the manner identified by Miami-Dade County, using common Business Writing conventions and structures. The submittal of any deliverable or report with spelling, grammar, typographical, and formatting errors is never acceptable.

All images, quotations, and work products utilized from a copyrighted source is to be appropriately identified, and any applicable permissions obtained, prior to the submittal of any applicable deliverable.

The Contractor's Project Manager (or identified alternate) shall be readily available daily during normal business hours (during storm and disasters, hours are not normal business hours; they would need to be on call just the same as the EOC and Finance etc.), via email and phone, for the duration of the Project.

The Contractor shall abide by the terms, conditions, and timeline described in the Scope of Work transmitted with the Purchase Order for the Project.

- Payment for services shall only be provided upon successful completion, and acceptance by Miami-Dade County, of all deliverables (unless specified otherwise in the deliverable table) in sufficient quantity and quality, within the time specified. Fines may be assessed at rate of 1% per day of the Purchase Order for deliverables not submitted at the time and date agreed upon in the Scope of Work and Purchase Order. Failure to complete all deliverables as specified may result in complete cancellation of the Purchase Order with no liability to the Contractor from Miami-Dade County, the State of Florida, or the U.S. Department of Homeland Security.

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- Extenuating circumstances caused directly by Miami-Dade County may be grounds for deviation from the original timeline. However, the Contractor is responsible to immediately and formally identify the cause and provide a written explanation of the expected impact(s) in order for Miami-Dade County to consider any modifications.

Funding for the Project, whether full or partial funding, is through the Miami-Dade County government budget or through other County funding sources (grants, etc.). The Contractor agrees to abide by the terms of the Agreement, as well as all applicable State and Federal laws and regulations as indicated in Article 33.

Additionally, the Contractor shall hold the United States Government, the State of Florida, Miami-Dade County, and any other project participants harmless against all claims of whatever nature arising out of the Contractor's performance of work under this Scope, to the extent allowed and required by law.

The Contractor shall sign a certification that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Funding may be available through reimbursement of the FEMA Public Assistance Management Costs, including DAC, if there is an active hurricane and they are working on the hurricane's recovery efforts, or other declared disaster. Contractor needs to comply with the FEMA Management Costs documentation requirements, including the DAC, so that the Management Costs would be eligible for reimbursement.

7. Reporting

The Contractor will be responsible for submitting to the County regular reports on their activities. This reporting includes participating in conference call with the County and the creation of status reports.

Conference calls may be held with the County and other relevant parties while the different deliverables have been activated. The production of reports will take the following forms:

- **Weekly Status Report:** These reports will detail the activities of and task assignments according to the deliverables that are activated of the Contractor. These report will be submitted to the County each Friday the contract is activated.
- **Quarterly Status Reports:** These reports will also detail the Contractor's activities and task assignments by deliverable for a given quarter. It will be submitted to the County by the end of each quarter.

8. Schedule

The Contractor shall provide a projected schedule and deadline for completion of each Deliverable (1-4), addressing the key tasks. The following include some of the key tasks for the projected schedule for Deliverable 1 (Cost Recovery Program Implementation and Training):

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Key Tasks	Deadline for Completion
Evaluation of existing plans, Procedures and systems	TBD
Department specific action guides	TBD
Recommendation report on revisions to County's Initial Damage Assessment process	TBD
Federal grant program training course	TBD
Delivery of training program on Damage Assessment process	TBD
Delivery of HSEEP exercises on disaster recovery and reimbursement system	TBD

The projected schedule for Deliverables 2, 3, and 4 depends on the timeframe established by the Federal Emergency Management and Florida Division of Emergency Management for the Preliminary Damage Assessment, Kick-Off Meetings and Applicant Briefings. The exact schedule will be determined at the Contractor/County planning workshop identified above. Contractor should discuss any expected variances in their schedule, and must disclose of any issues, or potential matters, that might delay the Proposer from commencing with the Project as envisioned, or otherwise delay the Project, such as, but not limited to, other municipalities' projects undertaken by the Proposer.

9. Personnel

The Contractor is responsible for providing staff for Deliverables 1-4. The staffing of these deliverables should include but not be limited to the following positions and position descriptions as indicated in the table below. The Contractor may substitute equivalent position titles but must include position descriptions and position responsibilities. Contractor hourly rates will be in accordance with Appendix B – Price Schedule for their personnel responsible for all deliverables.

Position Title	Position Description
Project Executive	Experience of twelve or more years with an advanced degree or fifteen or more years with a bachelor's degree. Demonstrates senior experience in grant administration and project management.
Subject Matter Expert	Experience of twelve or more years in a specific subject area or eight years' experience and more than one specialized advanced degree.
Project Manager	Experience of six or more years with an advanced degree or eight or more years with a bachelor's degree.
Project Accountant	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management and/or finance).
Senior Planning & Training Specialist	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. urban planning, emergency management, management and/or finance).
Planning & Training Specialist	Experience of two or more years plus, at minimum, a college degree in a relevant field (e.g. urban planning, emergency management, management and/or finance).
Senior Grants Specialist	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance).
Grants Specialist	Experience of two or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance).
Field Representative / Technical Associate	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. emergency management, management, finance).

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Position Title	Position Description
Senior Financial (Grant) Information Management Expert	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology)
Financial (Grant) information Management Expert	Experience of three or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology)
Senior Subject Matter Expert	Highly qualified subject matter experts with experience of seventeen or more years in a specific subject area or thirteen years' experience and more than one specialized advanced degree.
Senior Project Accountant	Experience of eight or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management and/or finance).
Junior Project Accountant	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management and/or finance).

10. Budget/Cost

The estimated budget for Deliverable 1, which addresses the County's planning, training and exercises needs is about \$200,000.

An estimated budget for Deliverables 2, 3 & 4 is dependent on the needs of the County and the anticipated impact of a disaster and the County's losses. The Contractor shall submit to the County an hourly price breakdown based on the positions needed for these deliverables.

11. Payment Schedule

The Contractor agrees that under the provisions of this Agreement, the County will pay for services provided and approved at the Contractor's hourly rates in accordance with Appendix B – Price Schedule. The County will use a Purchase Order (PO) as a Notice to Proceed for any requested deliverables under this Contract. The PO shall also comply with the FEMA Procurement Guidelines, summarized in Appendix A-1, Federal Terms and Conditions. The County will indicate the particular position(s) requested when possible. The Contractor shall bill the County at the total hourly rate of the particular personnel who is doing the work for the services requested through each PO. Completion of the services shall be measured as fulfillment of all services required, including submission to, and final acceptance by MDR of any deliverable for the action unless otherwise negotiated. Invoices shall conform to the compensation terms of this Contract or issued Work Order and will provide a short description of the services performed. Any deliverables provided during the billing period shall also be described on the invoice, including a short statement of who the deliverable was provided to and the date it was provided.

The payment schedule will be conducted through the submission of invoices by the Contractor to the County. These invoices will be incorporated into the deliverable schedule for Deliverables 2, 3 & 4.

12. Additional Services

Occasionally, the County may require, at the County's sole discretion, additional services, and/or updates to, a previously awarded Scope of Work, which are related to, but not included in the Scope of Services. If additional services are required, the County may use either Supplemental

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Agreement or the Work Order Proposal Request (WOPR) process to request additional services from the Contractor.

The additional services shall be paid at the Contractor hourly rates in accordance with the Appendix B – Price Schedule. Additionally, any requested additional services will be negotiated at the time of the Work Order request or Supplemental Agreement. Work Orders may be issued simultaneously, depending on the need.

13. Work Order Process

When the need arises for additional services, MDFR will prepare a Work Order assignment and provide the Contractor with information regarding the specific objectives, anticipated deliverables and desired outcomes and timelines for each particular project. The Contractor shall prepare a written proposal letter for review and approval by MDFR. The proposal letter must include the following:

- Description of the proposed approach and specific deliverables;
- Project schedule and completion date;
- Proposed staff to perform the work, including job title, hourly rate and estimated number of hours each will spend on the assignment;
- Breakdown of the cost per staff person (not to exceed maximum contracted rates).

The County anticipates issuing Work Orders based on each approved proposal letter. Each proposal letter may require negotiations with the Contractor for any and all aspects for the proposal letter including price. However, at no time will the hourly price exceed the rates listed in in Appendix B – Price Schedule. The County may modify, suspend, or cancel a request for a proposal letter at any time at no cost to the County. All costs associated with estimating a project shall be done by the Contractor; and the Contractor shall not have any claim, financial or otherwise, against the County as a result of the County modifying, canceling or suspending a request for a proposal letter.

APPENDIX A-1**Federal Terms and Certifications**

This document supersedes any conflicting provisions contained elsewhere in the Contract.

Federal Provisions:

The following provisions shall be applicable to any Purchase Order under Contract No. RFP-01488 in accordance with the [FEMA Procurement Guidelines](#):

A. BREACHES AND DISPUTE RESOLUTION.

For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

- (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 contractor 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.
- (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 his employees, agents or others for whose acts he is 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 of damage.

B. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

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 Agreement may be terminated by the County. The County reserves the right to avail itself of any and all remedies available at law or at equity, including claims for damages and injunctive relief. 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 vendor 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.

D. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.**
- (2) The Contractor shall, 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, sexual orientation, gender identity, 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.**
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.**
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.**
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.**
- (8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued**

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply to the emergency Management Preparedness 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 in excess of \$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").
 - a) 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, 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, contractors 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 form.
 - b) 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).
 - c) Laborers or mechanics performing work in more than one 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.
- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Contractors and Subcontractors are 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 Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor

or lower tier subcontractor with this clause. A breach of this clause 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 OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the County 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 herein, in the sum of \$10 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. The 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 herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause 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 herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County 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 County 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 awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251-1387.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the 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) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.
- (2) By signing and submitting this form, the Contractor shall also execute and provide the County with, and require all lower tiered contractors to also execute, the certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" attached hereto. The Contractor shall require all lower tier participants to agree that they: i) shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County; and ii) they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to check the Non-procurement List issued by U.S. General Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If the Contractor or any other lower tier participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required and attached certification. Each tier certifies to the tier above that it will not and has not used Federal 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.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS.

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. In the performance of this Contract, the 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 web site, <https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg>.

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

Pursuant to C.F.R. 200.321 (g), the County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

N. 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 the County, the FEMA Administrator, the Comptroller General of the United States, 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 FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS.

The Contractor hereby 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.

P. DHS SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives.

R. 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.

S. CHANGES.

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

T. MISCELLANEOUS.

The Contractor shall also comply with following:

- (1) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC §6101-07) and regulations issued pursuant thereto (24 CFR Part 146).
- (2) The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) and regulations issued pursuant thereto (24 CFR Part 8); the Americans with Disabilities Act and regulations pursuant thereto (28 CFR Part 36).
- (3) The employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274(e)E of the Immigration and Nationality Act].

Fyrd Anti-Lobbying Amendment Certification Form

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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.

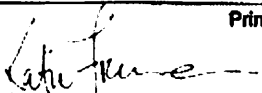
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The pre-qualified Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Firm/Company Name: Hagerty Consulting, Inc.

Authorized Representative: Katie Freeman

Printed Name

Authorized Representative: 

Signature

Suspension and Debarment Certification Form

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Firm/Company Name: Hagerty Consulting, Inc.

Authorized Representative: Katie Freeman

Printed Name

Authorized Representative: 

Signature

**Appendix B,
Price Schedule**

The hourly rates shown below for all key personnel, including subcontractors and sub-consultants (proposed team) are the not-to-exceed rates for the Contractor to provide the Emergency Management Professional Services, required to manage the cost recovery and reimbursement services that occur after a disaster, as stated in Appendix A, Scope of Services, during the term of the contract, and the options to renew periods. These rates shall also be utilized for any requested additional services, as indicated in Section 11, Additional Services that maybe needed and authorized through a work order, at the County's sole discretion.

A. Initial Term (Five Years):

Position Title (Classification, Key Personnel and Title)	Hourly Rate (a)
Project Executive	\$230.00
Subject Matter Expert	\$215.00
Project Manager	\$190.00
Project Accountant	\$135.00
Senior Planning & Training Specialist	\$160.00
Planning & Training Specialist	\$130.00
Senior Grants Specialist	\$175.00
Grants Specialist	\$145.00
Field Representative / Technical Associate	\$105.00
Senior Financial (Grant) Information Management Expert	\$160.00
Financial (Grant) Information Management Expert	\$115.00
Senior Subject Matter Expert	\$250.00
Senior Project Accountant	\$195.00
Junior Project Accountant	\$110.00

B. Option to Renew 1 (OTR 1), Five Years:

Position Title (Classification, Key Personnel and Title)	Hourly Rate (a)
Project Executive	\$265.00
Subject Matter Expert	\$250.00
Project Manager	\$220.00
Project Accountant	\$155.00
Senior Planning & Training Specialist	\$185.00
Planning & Training Specialist	\$150.00
Senior Grants Specialist	\$205.00
Grants Specialist	\$170.00
Field Representative / Technical Associate	\$120.00
Senior Financial (Grant) Information Management Expert	\$185.00
Financial (Grant) Information Management Expert	\$135.00
Senior Subject Matter Expert	\$290.00
Senior Project Accountant	\$225.00
Junior Project Accountant	\$125.00

C. Option to Renew 2 (OTR 2), Five Years:

Position Title (Classification, Key Personnel and Title)	Hourly Rate (a)
Project Executive	\$310.00
Subject Matter Expert	\$290.00
Project Manager	\$255.00
Project Accountant	\$180.00
Senior Planning & Training Specialist	\$215.00
Planning & Training Specialist	\$175.00
Senior Grants Specialist	\$235.00
Grants Specialist	\$195.00
Field Representative / Technical Associate	\$140.00
Senior Financial (Grant) Information Management Expert	\$215.00
Financial (Grant) Information Management Expert	\$155.00
Senior Subject Matter Expert	\$335.00
Senior Project Accountant	\$260.00
Junior Project Accountant	\$150.00

The County will use a Purchase Order (PO) as a Notice to Proceed for any requested deliverables. The County will indicate the particular position requested when possible. The Contractor shall bill the County at the total hourly rate of the particular personnel who is doing the work for the services requested through each PO.

Notes:

1. Subject to the exception for significant inflation in the note below, hourly rates shall be firm and fixed for the term of the Contract, including prices and rates proposed for any option or extension periods, and shall include all costs necessary to provide the services as described in Appendix A, Scope of Services, of this Contract, including additional services.
2. Notwithstanding language to the contrary, if during the OTR periods the US experiences significant inflation or deflation that is inconsistent with trends experienced between 2015 and 2019, the parties may negotiate hourly rates for future contract years in good faith. These good faith negotiations may occur on an annual basis.
3. If the County decides to use Hagerty's Disaster Financial Management System, Quickbase licensing fees will be treated as an additional service and will be invoiced to the County at cost.
4. The above hourly rates shall be inclusive of all costs associated for providing the services, including full compensation for labor, material, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, and any additional cost including travel time, as such expenses shall not be reimbursed separately by the County.
5. The County will not charge Hagerty any procurement related fees for services provided under this agreement.
6. Notwithstanding the hourly rates above, for additional services, the County reserves the right to negotiate the final pricing on a project by project basis, at the County's sole discretion.
7. Miami-Dade County is exempt from all taxes (Federal, State and Local). Tax Exemption Certificate will be furnished upon request.