

RESOLUTION NO. 18-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO PIGGYBACK MIAMI-DADE COUNTY CONTRACT EPP-RFQ-00459 WITH SOLITUDE LAKE MANAGEMENT, LLC IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR THE PURCHASE OF LAKE MAINTENANCE SERVICES OVER \$25,000 IN ACCORDANCE WITH SECTION 7 OF ORDINANCE 17-203; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO ACCESS THE MIAMI-DADE COUNTY CONTRACT AND TO IMPLEMENT ITS TERMS AND CONDITIONS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County will be transferring the management of six special taxing districts to the Town by October 1, 2018; and

WHEREAS, Two of the six special taxing districts—Lake Patricia and Lake Hilda—were organized for the purpose of providing lake maintenance services; and

WHEREAS, To continue providing lake maintenance services for each lake, the Town must have contracts in place for these services; and

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 17-203 (“the Town’s Procurement Ordinance”) authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

WHEREAS, Miami-Dade County issued RFQ 00459 for lake maintenance services in their special taxing districts, and as a result awarded Contract EPP-RFQ-00459 to Solitude Lake Management, LLC (“Solitude”); and

WHEREAS, the Town intends to piggyback Contract EPP-RFQ-00459 with Solitude for the provision of lake maintenance services for the two special taxing districts; and

WHEREAS, the Town Manager recommends authorization to procure lake maintenance services from the current Contract EPP-RFQ-00459 in an amount not to exceed budgeted funds for each district; and

WHEREAS, the Town Council approves of the Town Manager’s recommendations and authorizes the Town Manager to execute a piggyback contract with Solitude in an amount not to exceed budgeted funds for each district for the purchase of lake maintenance services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contracts. The Town Council hereby approves the piggybacking of Contract EPP-RFQ-00459 (“Contract”) with Solitude for the purchase of lake maintenance services in an amount not to exceed budgeted funds for each special taxing district.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all steps necessary to piggyback the Contract. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract with Solitude for the purchase of lake maintenance services in an amount not to exceed budgeted funds for each special taxing district.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Contract with Solitude for the purchase of lake maintenance services in an amount not to exceed budgeted funds for each special taxing district.

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contract in substantially the same form as attached hereto as Exhibit "A," with Solitude, and to execute any required agreements and/or documents to implement the terms and conditions of the Contract and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

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Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Contract 2018-32
between the
Town of Miami Lakes
and
Solitude Lake Management, LLC
for
Lake Maintenance Services



Agreement

I. Parties

This Agreement, 2018-32 is made this ____ day of _____ **2018**, by and between **Solitude Lake Management, LLC. ("Contractor")**, located at 6180 Idlewild Street, Fort Myers, Florida 33966, and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for the purchase of lake maintenance services in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with Miami-Dade County, EPP-RFQ No. 00459 Lake Maintenance Services, dated July 3, 2017, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Ordinance 17-203, will enter into an agreement with Contractor, in accordance with the terms of EPP-RFQ No. 00459 Lake Maintenance Services, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide the purchase of lake maintenance services to the Town in accordance with the terms of the above referenced EPP-RFQ No. 00459 Lake Maintenance Services. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the EPP-RFQ No. 00459 Lake Maintenance Services contract:

1. CONTRACT NUMBER

The Town of Miami Lakes' Lake Maintenance Services contract will be referenced as Contract #2018-32.



2. SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

3. INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

4. INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

5. REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly



authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the **Town** shall be:

Contract Management: Thomas Fossler or designee, Procurement Manager
(305) 364-6100 ext. 1164 fossler@miamilakes-fl.gov

Project Manager: Maria Ximena Suarez,
(305) 364-6100 ext. 1134 suarezm@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: _____, email: _____

Title: _____, phone: _____

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

Solitude Lake Management, LLC.

Town of Miami Lakes

Signature

Alex Rey, Town Manager

Name (Print)

Attest:

Title

Gina Inguanzo, Town Clerk

Approved as to Legal Sufficiency:

Raul Gastesi, Town Attorney



CORPORATE RESOLUTION

WHEREAS, **Solitude Lake Management, LLC. ("Contractor")** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
Miami-Dade County Contract
EPP-RFQ No. 00459 Lake Maintenance Services

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

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

LAKE MAINTENANCE SERVICES
EPPRFQ-00459

THIS AGREEMENT made and entered into as of this 3rd day of July, 2017 by and between Lake Masters Aquatic Weed Control, LLC., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1320 Brookwood Drive Suite H, Little Rock, AR 72202 (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 Lake Maintenance Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals EPPRFQ-00459 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 January 10, 2017, 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 Lake Maintenance 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 word "Contractor" to mean The Contractor that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
- b) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

- c) The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
- d) The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
- e) The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
- f) The word "SubContractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
- g) The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the Terms and conditions of this Solicitation.
- h) The word "cycle" to mean the number of times each site is maintained.
- i) The word "zone" to mean the Geographical dividing line between the north and south sites.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's EPPRFQ-00459 and any associated addenda and attachments thereof, and 4) 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 with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date stipulated on the first page and shall continue through the last day of the thirty-sixth month. 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 fax or 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 Parks, Recreation and Open Spaces
Attention: Bernie Rodriguez
Phone: 305-755-7873
E-mail: Bernie.rodriquez@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-2363
Fax: (305) 375-2316
E-mail:

(2) To the Contractor

Lake Masters Aquatic Weed Control, LLC
PO Box 2300
Palm City, FL 34991
Attention: Gary Wilhelm
Phone: (954) 275-1498
Fax: (954) 587-8777
E-mail: gary.wilhelm@lakemasters.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 as stipulated in Appendix B, herein. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, 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 Miami-Dade County Code. 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
Parks, Recreation and Open Spaces
Attention: Bernie Rodriguez
Phone: 305-755-7873
E-mail: Bernie.rodriguez@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 performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management 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 bidder as required by Florida Statute 440.
2. Commercial General Liability Insurance including Products and Completed Operations in an amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This policy shall be endorsed to include Chemical Liability and application of pesticides. **Miami Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

OR

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

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

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

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the 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 successful Bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals

and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

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

ARTICLE 12. LIVING WAGE

Provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply. The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Living Wage Supplemental General Conditions.

ARTICLE 13. 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 14. 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 15. 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 16. MUTUAL OBLIGATIONS

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

- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 18. AUDITS

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

ARTICLE 19. SUBSTITUTION OF PERSONNEL

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

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 21. 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 County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor

will be compensated as stated in the payment Articles herein for the:

- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless

the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

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

suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works"

shall become the property of the County.

- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management 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. <i>Miami-Dade County Ownership Disclosure Affidavit</i>
(Section 2-8.1 of the County Code) | 6. <i>Miami-Dade County Vendor Obligation to County Affidavit</i>
(Section 2-8.1 of the County Code) |
| 2. <i>Miami-Dade County Employment Disclosure Affidavit</i>
(Section 2-8-1(d)(2) of the County Code) | 7. <i>Miami-Dade County Code of Business Ethics Affidavit</i>
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code) |
| 3. <i>Miami-Dade Employment Drug-free Workplace Certification</i>
(Section 2-8.1.2(b) of the County Code) | 8. <i>Miami-Dade County Family Leave Affidavit</i>
(Article V of Chapter 11 of the County Code) |
| 4. <i>Miami-Dade Disability and Nondiscrimination Affidavit</i>
(Section 2-8.1.5 of the County Code) | 9. <i>Miami-Dade County Living Wage Affidavit</i>
(Section 2-8.9 of the County Code) |
| 5. <i>Miami-Dade County Debarment Disclosure Affidavit</i>
(Section 10.38 of the County Code) | 10. <i>Miami-Dade County Domestic Leave and Reporting Affidavit</i>
(Article 8, Section 11A-60 11A-67 of the County Code) |

11. Subcontracting Practices
(Ordinance 97-35)**12. Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)**13. Subcontractor/Supplier Listing**
(Section 2-8.8 of the County Code)**14. Environmentally Acceptable Packaging**
(Resolution R-738-92)**15. W-9 and 8109 Forms**
(as required by the Internal Revenue Service)**16. 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

17. Office of the Inspector General
(Section 2-1076 of the County Code)**18. Small Business Enterprises**

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

19. 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/Code of Ethics

Section 2-11.1(d) of Miami-Dade County Code 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 Miami-Dade County Code relating to Conflict of Interest and Code of Ethics. In accordance with 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. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (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 Administrative 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 and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- e) Miami-Dade County Code Section 10-38 "Debarment".
- f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

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

ARTICLE 34. NONDISCRIMINATION

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

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void

if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

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

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any

reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

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

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

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

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

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

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

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

c) Contractor Compliance

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

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

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

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

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

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

ARTICLE 42. SURVIVAL

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

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

Contractor

By: William R. Kurth

Name: William Kurth

Title: VP of OPERATIONS

Date: 5/5/17

Attest: Cynthia Adessi
Corporate Secretary/Notary Public

Miami-Dade County

By: Carlos A. Gimenez

Name: Carlos A. Gimenez

Title: Mayor

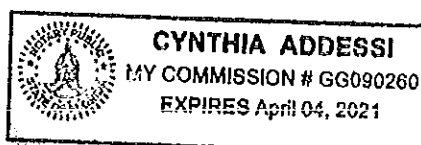
Date: 6/23/17

Attest: [Signature]
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney



APPENDIX A

SCOPE OF SERVICES

Lake Maintenance Services

2.1 Background

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Parks, Recreation and Open Spaces Department (Parks), is soliciting proposals for lake maintenance services at various lakes within Special Taxing Districts as well as various parks throughout the County. Selected Proposer(s) will be required to provide the required lake maintenance services in a safe, efficient, high productive manner, and within a very specific time-frame stipulated by the County.

The services required consist of but are not limited to the following:

- Water Management
- Aquatic Weed Control (weeds, algae, floating/submerged weeds & border grass/brush treatments)
- Debris Removal
- Chemical Treatment of Weeds and Grasses
- Collection and Disposal of floating and shoreline debris
- Blue dye treatment must be applied during each monthly maintenance cycle at Lake Patricia (vendors may use a variety of lake colorant brands)

The Contractor shall also perform planning, assignments, coordination, inspections, quality control, field operations and reports to comply with the terms specified herein.

Geographic Boundaries

- Zone A: Boundary from Broward County line to Coral Way
- Zone B: Boundary from Coral Way to Miller Drive
- Zone C: Boundary from Miller Drive to Monroe County
- Zone D: Kendale Lakes Special Taxing District
- Zone E: Miami Dade County Parks

The County reserves the right to add or remove a Zone or Site, or to move sites from a Zone into another Zone during the term of the contract, and any extensions or renewals thereof. Additions of new sites or zones will be advertised as a formal quote in Bid Sync.

2.2 Minimum Qualification Requirement

1. The Contractor shall be licensed to perform pesticide application by the State of Florida. Copies of valid Commercial Applicator Licenses held by any personnel shall be submitted with the proposal as proof of meeting the minimum qualification.

2.3 Equipment Requirements

The minimum equipment required per crew for each zone is as follows:

1. Spray boat: one (1) per crew/zone, commercial type spray boat with motor and a chemical tank with pump & motor.
2. Granular Broadcast Spreader (Vortex style): one (1) per crew/zone, gas powered with backpack.
3. Backpack Pump Sprayer: one (1) per crew/zone commercial type sprayer.

The Contractor must possess the equipment capacity to adequately adhere to the equipment requirements for each zone proposed upon. The Contractor must submit an equipment inventory list that shall include: the make, model, and manufactured year of the inventoried equipment. All equipment must

be in optimum condition to be used to its maximum capacity if deemed necessary. The County reserves the right to inspect the equipment.

2.4 Personnel Requirements

- A. The Contractor shall provide sufficient, competent, and physically capable personnel to perform all work in accordance with the conditions and specifications of the Contract. The Contractor's maintenance personnel shall be supervised by a qualified foreman, in the employ of the Contractor. The Contractor shall provide phone numbers for at least two contact persons (one primary, one alternate) in a supervisory capacity able to provide information regarding work order status, and perform other supervisory tasks. One of these contact persons must be available between the hours of 7:00 a.m. to 4:00 p.m. Monday thru Friday. The Contractor shall provide efficient communication including telephone and/or email to County personnel within one (1) hour of initial communication.
- B. The Contractor shall insure that all employees performing the services under this contract wear appropriate safety equipment, and company uniforms which clearly indicate to the public the name of the Contractor. All employees shall identify themselves and the nature of their work to area residents upon request.
- C. The County requires a minimum of one (1) crew per site and/or per zone. A crew consist must consist of a minimum of one (1) licensed applicator, one (1) maintenance/clean up person and one (1) supervisor per zone. The supervisor may act in a dual role as a licensed applicator or maintenance personnel. The Contractor must ensure adequate staffing levels for productivity and efficiency.

2.5 Desired Services to be Provided

- A. Maintenance Cycle: A minimum of twelve (12) treatments per year at the beginning of each month must be provided by the Contractor.
- B. Debris Removal: The Contractor(s) shall be responsible for removing all floating and shoreline debris within the limits of the lakes during each maintenance cycle. All debris is to be removed entirely from the sites on the same day of service and disposed of in accordance with County Ordinances at a County approved disposal location(s). *Debris is defined as but not limited to: Coconuts, palm fronds, plastic/paper bags, plastic/glass bottles, tree branches, lumber, toys, household trash, dead fish, etc.* Floating debris generated by the cycle's chemical treatment must be removed by the Contractor(s) during the same maintenance cycle, prior to inspection. The Contractor(s) will have the option to immediately remove the resulting floating debris or modestly place it on the lakes' shoreline for a period of no more than three (3) working days from the date of initial monthly maintenance to decompose. Prior to the Contractor(s) placing the floating debris on the shoreline, the Contractor(s) must obtain approval from the Project Manager and the abutting homeowner.
- C. The Contractor shall accomplish general lake maintenance services during daylight hours from Monday through Friday. If necessary to perform work during weekends or holidays, the Project Manager shall approve the work.
- D. The Contractor shall complete all lake treatments and services prior to the scheduled inspection. Inability to perform monthly lake treatments/maintenance shall be communicated to the Miami Dade County project manager in writing via email no more than forty-eight (48) hours post scheduled cycle maintenance date. Acceptable reason for failure to comply with regularly scheduled maintenance and re-schedule date/time must be provided.
- E. The Contractor shall perform bacteria monitoring which, at a minimum, will test for Fecal Coliform Bacteria for each respective lake. This test shall be performed on a semi-annual basis (every six (6)

months) and/or upon request. A conclusive report shall be submitted to the project manager upon receipt of test results.

2.6 Scheduling

Lake Maintenance Site Schedules: The Project Manager will provide to the Contractor a lake maintenance schedule to include: a listing of all lakes to be serviced, the start and end date of each cycle and the order in which the sites shall be serviced. This schedule is tentative and may be modified by the Contractor to ensure compliance and effective maintenance practices, with consent and approval of the project manager. If any unscheduled changes in the assigned schedule are required, the Contractor shall submit said changes to the Project Manager in writing five (5) working days prior to the start of the next service cycle for approval.

2.7 Acceptable Quality Level (AQL)

Aquatic Weed Control: Maintain a clean, healthy lake shelf area free of all unwanted aquatic vegetation. Maintain the shoreline one (1) foot above the water line free of all grasses, brush, and weeds.

2.8 Quality Control Inspections

- A. **Maintenance Quality:** The quality objective of all services and materials provided by Contractor in accordance with conditions and specifications herein is to maintain lakes free of aquatic weeds/debris to provide a healthy, safe, clean, attractive condition throughout the term of the contract.
- B. **Maintenance Standards and work methods:** All work shall be performed in accordance with the highest professional maintenance standards and techniques; in a thorough and skillful manner and under competent Contractor's supervision to the satisfaction of the Miami-Dade County's Project Manager.
- C. **Inspections:** The Project Manager will provide continuing inspection of the sites throughout the cycle to insure compliance of minimum equipment, personnel, safety standards and all maintenance and treatment services as specified in contract documents.
1. The Contractor, upon completion of service cycle per site, shall provide the Project Manager before 8:00 am next business day a list of sites for which the service has been completed and a list of sites to be serviced on the daily Schedule Site List.
 2. The County intends to inspect work completed by the vendor within forty eight (48) hours of receipt of completion notice in order to verify lake maintenance. Any deficiencies found at time of inspection will be documented in the inspection report and submitted to the Contractor for corrective action. The inspection report will reference the contract regarding deficiencies. Debris deficiencies need to be corrected by the vendor within two (2) business days after notification and once corrected will be immediately inspected by the Project Manager. All other aquatic deficiencies will need to be corrected by the Contractor before the end of the month. Debris found during the first inspection shall be removed by the vendor within two (2) business days after notification. All aquatic weeds in border grass deficiencies found at the time of inspection will also be documented and reported to the Contractor. The Contractor shall perform required treatment prior to the following cycle inspection date. The Project Manager will conduct a final inspection before the end of the month to verify that all deficiencies have been addressed as per the technical specifications of the contract.
 3. The Project Manager or designee will inspect the facilities monthly and will re-inspect if necessary, to determine if all of the requirements of the contract resulting from this RFP have been met. All of the requirements must be met in order for the facility to be considered acceptable and for the Contractor to be in compliance with all the terms and conditions of this RFP.

2.9 Reports

The Contractor shall maintain comprehensive and legible records to be submitted per cycle and at the request of the project manager. The Contractor shall adhere to the following reporting guidelines:

1. At the end of each cycle, the Contractor must submit a copy of the Contractor's pesticide record keeping form.
2. The Contractor shall submit a bacteria monitor report conducted on a semi-annual and/or upon request for each respective lake.
3. The Contractor shall provide a Service Report for each site serviced during each cycle and shall include the following information:
 - Date and time of service
 - Applicator name
 - Location and description of treatment site
 - Brand name and total amount of pesticide applied
 - Type of weed, algae, and border grasses treated.

2.10 General Use of Chemicals

The Contractor shall submit a plan for the application of chemical herbicides and pesticides proposed for use under this contract for approval by Miami-Dade County. The plan will consist of a list of the materials proposed for use, the materials Safety Data Sheet (MSDS) of each chemical, the exact brand name and generic formulation of each chemical, the specific proposed applications, the methods of application, the supervision of use, and the training of employees. Materials included on this plan shall be limited to chemicals approved by the State of Florida Department of Agricultural, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a Florida Certified Pesticide Applicator. The use of chemicals shall conform to the current Dade County & State regulations.

2.11 Protection of Property and Repair of Damage

All portions of landscape, structures, facilities, services, utilities, road, and irrigation systems shall be protected against damage or interruption of service at all times by Contractor, during the term of the Contract. Any damage to the property as a result of the performance of work by Contractor during the term of the contract shall be repaired or replaced in kind, and in a manner approved by the Project Manager. All work of this kind shall be performed by the Contractor at no cost to the County. Repairs shall be made immediately after damage or alteration occurs, unless otherwise directed.

Repairs to landscape, structures, or facilities, including irrigation systems, which are damaged or altered by acts of God, vandalism, vehicular damage, theft, or undetermined causes, that do not result from the performance of work by the Contractor, shall be repaired by the County at no cost to Contractor, except where the specifications provide otherwise.

The Contractor shall notify the County Project Manager within twenty-four (24) hours, after discovery of any damage caused by accident, vandalism, theft, acts of God, or undetermined causes.

2.12 Failure to Perform

- A. Aquatic vegetation/border grass deficiencies found by the County's Project Manager at time of inspection must be corrected by the Contractor at no additional cost to Miami Dade County before the end of the current cycle.
- B. Debris found at the time of inspection must be removed by the vendor within two (2) business days after notification. The County's Project Manager will conduct a re-inspection three (3) business days after notification, if deficiencies have not been corrected, the County will assess liquidated damages. Liquidated damage fees will be assessed in the amount of \$50.00 per day until said deficiency has been corrected. The County's Project Manager or designee assessment of all Liquidated Damages will be final.

2.13 Non-Payment

In the event the deficiencies are not corrected before the start of the next cycle, the entire site's payment including liquidated damage fees will be deducted from that cycle's invoice.

The Contractor shall be liable for failure to meet all contractual requirements as listed on this RFQ. The County's Project Manager or designee assessment of all Liquidated Damages will be final. The County will accomplish this by deducting the amount of the Liquidated Damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a Vendor Non-Performance.

2.14 Subcontracting

There shall be **NO** subcontracting or assignment of work delegation to any other than the awarded Contractor.

2.15 Pre-Work Conference

After award of contract, a pre-work conference will be held with the awarded Contractor, members of the Parks, Recreation and Open Spaces (PROS) and other agencies affected by the services to discuss schedule, and contract language. The Special Taxing District Division will contact each awarded Contractor in written form, which will include time and place of this meeting.

2.16 Addition/Removal of Sites & Services

It is hereby agreed and understood that the County reserves the right to add or delete similar or additional services and locations. The Contractor for the specific zone shall be invited to submit price quotes. If the proposed prices are determined to be fair and reasonable, then the additional work will be awarded to the currently awarded Contractor. The County also reserves the right, as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any Contractor, or perform the work with its own employees.

2.17 Purchase of Ancillary Services/Supplies

The Project Manager may, at his/her discretion, authorize the Contractor to perform additional work not provided elsewhere within the contract. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Project Manager may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving verbal authorization, the Contractor shall submit a written estimate. When the need for ancillary supplies arise request for quotations will be issued to the primary Contractor awarded for the specific zones. All additional work shall commence on the specified date established and Contractor shall proceed diligently and continuously to complete said work within the time allotted.

2.18 Additional Factors

The Contractor shall not work or perform any operations during inclement weather. In the event of a severe flood warning, tropical storm warning, or a hurricane warning; the Contractor may submit a written request for additional time to complete scheduled work.

The Contractor shall recognize that during the term of the contract, other activities and operations may be conducted by Miami-Dade County work forces and other Contractor, which may alter the assigned schedule.

2.19 List of Sites**ZONE A: BOUNDARY FROM BROWARD COUNTY LINE TO CORAL WAY**

Zone	District	# of Lakes Treated	Address
A	Century Estates	2	Lake # 1 North of 25 Terrace, and 154th Path, Lake #2 East of 156 Court. South of 21 Terrace.
A	Doral Park	1	Doral Park Lake is located on the NE corner of NW 102nd Avenue and 41st street
A	Emerald Lake Estates	2	Lake #1 South of SW 8st west of 148 Ct., lake #2 South of SW 8 Street and East of 148 Ct.
A	Erica Gardens	1	Erica Gardens Lake is located on the South side SW 11th Street between 146th court and 144th court
A	Grand Lakes #1	1	Lake #1 South of SW 8 Street West of 150 Place
A	Grand Lakes #2	1	Lake #2 South of SW 8 Street East of 149 Path
A	Grand Lakes #3	1	Lake #3 North of 10 Street between 149 Path and 150 Place
A	Grand Lakes #4	1	Lake #4 South of SW 10 St to N. Grand lakes Avenue between 150 and 152 Avenue
A	Grand Lakes #5	1	Lake #5 West of SW 149 Avenue between 16 Terrace and 17 Lane
A	Grand Lakes #6	1	Lake #6 West of SW 149 Avenue between 17 Street and 20 Terrace.
A	Grand Lakes #7	1	Lake #7 South of S. Grand Lakes Passage. To SW 149 Avenue between 152 Avenue and 24 Street
A	Highland Lake	1	Highland Lake Lake is located North of NE 207th Street between 24th Avenue and 21st Court
A	Lake Hilda	1	NW 67 Avenue to Alamanda South Avenue and Miami Lakeway S to State Rd. 924 to South
A	Lake Joanne	1	Lake Joanne - SW 154 Avenue and SW 19 Terrace.
A	Lake Patricia	1	Miami Lakeway S to Lake Patricia Dr. & Lake Candlewood Ct. to Lake Childs CT.
A	North Palm Estates	1	North Palm Estates Lake located West of NW 77 Ct. between 198 Terrace. and 200 Street
A	Rieumont Estates	1	Rieumont Estates (Lake is located on SW 157 Avenue north of SW 14 St)
A	Royal Landings Multipurpose	1	Royal Landings Multipurpose Lake is located north of NW 171 lane between 89th Avenue and 191st Place
A	Sella Subdivision	2	Lake # 1 is located East of SW 149th Avenue & SW 22 Terrace. Lake # 2 is located East of SW 149th Avenue & SW 24 Street
A	Shoma Estates	2	Lake #1 West of NW 132 Avenue North of 9th street, Lake #2 West of NW 132 Avenue South of 9th Street

ZONE B: BOUNDARY FROM CORAL WAY TO MILLER DRIVE

Zones	District	# of Lakes Treated	Address
B	Candlewood	1	Candlewood Lake (Lake is located between SW 34 St & SW 42 St and between SW 124 Ct and SW 123 Ct).
B	Capri Homes	1	Capri Homes Lake is located west of 152nd Avenue and just South of 36th Terrace
B	Casa Lago	1	Casa Lago (Lake is located west of SW 162 Avenue from SW 53 Terrace to SW 50 Terrace).
B	Casa Lago 1st Addition	1	Casa Lago 1st addition (Lake is located along approx. SW 162 Avenue from SW 48 Terrace to SW 47 St).
B	Eden Lake	1	Eden Lake (Lake is located on SW 43 St between SW 162 Ct & SW 163 Path).
B	Laroc Estates	1	Laroc Estates (Lake is located on SW 52 St and SW 163 Pl)
B	Marpi Homes	1	Marpi Homes Lake located South of SW 26th Terrace. between 149th Avenue and 149th Place
B	Miller Cove	1	Miller Cove Lake is located on the north side of SW 56 Street between 163rd court and 164th Avenue
B	Miller Cove 1st Addition	1	Miller Cove 1st addition (Lake is located on SW 163 Ct between SW 52 ST & SW 53 Terrace).
B	Miller Lake	1	Miller Lake is located on the East of SW 167th Avenue between 55th Terrace. and 54th Street
B	Oakland Estates	2	Lake #1 SW 167 Avenue and 44 Lane, Lake #2 164 Avenue and 44 Street
B	Park Lakes	2	Lake #1 located west of SW 159 Avenue between SW 42 Terrace and SW 43 Street Lake #2 located East of SW 159 Avenue between SW 42 Terrace and SW 43 Street
B	Park Lakes 3	1	Park Lakes #3 (Lake is located west of SW 157 Avenue between SW 44 St & SW 43 Terrace)
B	Park Lakes 4	1	Park Lakes #4 (Lake is located between SW 159 Avenue & SW 159 Path and South of SW 43 St)
B	Park Lakes 6	1	Park Lakes #6 (Lake is located east of SW 162 Avenue north of SW 47 St)
B	Pete's Place	1	Pete's Place (Lake is located on the corner of SW 167th Avenue and 64th Street)
B	Ponce Estates	1	Ponce Estates (Lake is located on SW 155 Avenue and SW 41 St - ramp)
B	Ponce Estates 2	1	Ponce Estates #2 (Lake is located on SW 155 Avenue and SW 36 Terrace - ramp)
B	San Denis San Pedro	2	Lake #1 located SW 157 Ct and 65 Terrace., Lake #2 157 Ct. and 68 St
B	Watersedge	1	Watersedge Located West of SW 157th Avenue between 59th Terrace. and 60th Street
B	Wonderly Estates #1	1	Wonderly Estates (First lake is located on the S/S of SW 52 St west of SW 159 Ct)
B	Wonderly Estates #2	1	Wonderly Estates (Second lake is located on the N/S of SW 52 St west of SW 159 Ct)
B	Wonderly Estates #3	1	Wonderly Estates (Third lake is located on the N/S of 52 St west of SW 157 Ct)
B	Wonderly Estates #4	1	Wonderly Estates (Fourth lake is located on the S/S of SW 52 St west of SW 158 Avenue).
B	Woodlands	1	Woodlands (Lake is located between SW 167 Avenue & SW 165 Avenue and between SW 45 St & SW 47 St)

ZONE C: BOUNDARY FROM MILLER DRIVE TO MONROE COUNTY

Zones	District	# of Lakes Treated	Address
C	Balani Subdivision	1	Balani Subdivision (Lake located North of SW 61st Lane between 162 Avenue and 159th Court)
C	Cutler Bay Palms	1	Cutler Bay Palms (Lake Access is located S/O SW 209 Terrace and W/O SW 92 Ct).
C	Forest Lakes #1	1	Forest Lakes (First lake is located approx. SW 166 Ct & SW 92 Terrace)
C	Forest Lakes #2	1	Forest Lakes (Second lake is located at SW 167 Avenue & SW 103 St)
C	Forest Lakes #3	1	Forest Lakes (Third lake at is located at SW 162 PI & SW 103 ST)
C	Homestar Landings	1	Homestar Landings (Lake is located on the corner of SW 167th Avenue and Miller Dr. (56 Street))
C	Jurgati	1	Jarguti Subdivision (North Side of SW 64 ST E/O SW 162 Avenue)
C	Kendalland #1	1	Kendalland (First lake is located west of SW 165 Avenue & SW 84 St)
C	Kendalland #2	1	Kendalland (second is located east of SW 165 Avenue & SW 83 St)
C	Kendalland #3	1	Kendalland (third lake is located west of SW 164 Ct & SW 80 Terrace)
C	Kendalland #4	1	Kendalland (fourth lake is located east of SW 164 Ct & SW 80 Terrace.
C	Kingdom Dreams	2	Kingdom Dreams (Lake # 1 located by SW 164 Ct and SW 56 Terrace. Lake # 2 by SW 57 St E/O SW 163 Pl.)
C	Renaissance Estates	2	Renaissance Estates (Lake # 1 located by SW 63 Terrace and SW 162 Avenue Lake # 2 by SW 65 St W/O SW 162 Ct)
C	Sunset Cove	1	Sunset Cove (Lake is located on the North side of SW 61 lane between 162nd Avenue and 163rd Avenue)
C	Venetian lake	1	Venetian Lake (Lake is located on SW 162 Avenue between SW 66 Terrace & SW 66 ST)
C	West Kendall Best #1	1	West Kendall Best (First lake is located at SW 162 Avenue & SW 85 St)
C	West Kendall Best #2	1	West Kendall Best (Second Lake is located at SW 162 Avenue & SW 80 St)
C	West Kendall Best #3	1	West Kendal Best (Third Lake is located at SW 162 Avenue & SW 78 St)
C	West Kendall Best #4	1	West Kendal Best (Fourth Lake is located at SW 78 St & SW 164 Avenue)
C	West Kendall Best #5	1	West Kendal Best (Fifth lake is located at SW 167 Avenue & SW 72 St)

ZONE D: KENDALE LAKES SPECIAL TAX DISTRICT

Zones	District	# of Lakes Treated	Address
D	Kendale Lakes #1	1	Kendale Lake # 1 located Between SW 142 Avenue and 146 Avenue from 74 St to SW 78 Street (Access point SW 142 and SW 74 St)
D	Kendale Lakes #2	1	Kendale Lake # 2 located Between SW 142 Avenue and SW 137 Avenue from SW 74 St to Kendale lakes Blvd.
D	Kendale Lakes #3	1	Kendale Lake # 3 located Between SW 142 Avenue and SW 144 Court from Kendale Lakes Blvd to SW 86 Street
D	Kendale Lakes #4	1	Kendale Lake # 4 located Between SW 142 Avenue and 137 Avenue from Kendale Lakes Blvd to SW 84 Street
D	Kendale Lakes #5	1	Kendale Lake # 5 located Between Kendale lakes Drive and SW 71 Lane from SW 137 Avenue to SW 139 Pl
D	Kendale Lakes #6	1	Kendale Lake # 6 located at SW 147 Avenue from sunset Drive to Kendale Lakes Dr.
D	Kendale Lakes #7	1	Kendale Lake # 7 located on Kendale Lakes Drive from SW 63 Terrace to SW 61 Terrace (Across from Golf Course)
D	Kendale Lakes #8	1	Kendale Lake # 8 located at Kendale Lakes Drive and SW 144 Circle Place (Across from Golf Course)
D	Kendale Lakes #9	1	Kendale Lake # 9 located Between Sunset Drive and Kendale Green Park on the West side of SW 149 Ct
D	Kendale Lakes #10	1	Kendale Lake # 10 located Between SW 72 Terrace and Kendale Green Park (SW 150 Avenue and SW 80 Street) from SW 149 Ct SW 148 Ct
D	Kendale Lakes #11	1	Kendale Lake # 11 located Between Sunset Drive and Kendale Green Park from 148 Ct to SW 147 Avenue
D	Kendale Lakes #12	1	Kendale Lake # 12 located Between SW 80 Street and Kendale Green Park, from 147 Court and 149 Avenue
D	Kendale Lakes #13	1	Kendale Lake # 13 located Between SW 152 Avenue and Kendale Green Park from SW 79 St to SW 76 Street
D	Kendale Lakes #14	1	Kendale Lake # 14 located on the West Side of SW 149 Avenue between SW 82 Lane and SW 84 Terrace.
D	Kendale Lakes #15	1	Kendale Lake # 15 located on the NW corner of SW 147 Avenue & and SW 88 Street
D	Kendale Lakes #16	1	Kendale Lake # 16 located North of SW 80 St just west of the park main entrance in Kendale Green Park

ZONE E: MIAMI DADE COUNTY PARKS

Zones	Park	# of Lakes Treated	Address
E	Crandon Park	3	6747 Crandon Blvd. Key Biscayne, FL 33149
E	Crandon Park – Canals	6	6747 Crandon Blvd. Key Biscayne, FL 33149
E	Oak Grove Park	1	690 NE 159 th Street. Miami, FL 33162
E	Amelia Earhart Park	1	401 E 65 th Street. Hialeah, FL 33013
E	Country Club of Miami South	1	6881 NW 179 th Street. Miami, FL 33015
E	Gwen Cherry Park – NFL Yet Center	1	7090 NW 22 nd Avenue. Miami, FL 33147
E	Highland Oaks Park	1	20311 NE 24 th Avenue. Miami, FL 33180
E	William Randolph Community Park	1	11950 SW 228 th Street. Miami, FL 33170

APPENDIX B

PRICE SCHEDULE

Zone A	Item No.	District	Number of Lakes	Monthly Maintenance Price
	1	Century Estates	2	\$ 375.00
	2	Doral Park	1	\$ 50.00
	3	Emerald Lake Estates	2	\$ 340.00
	4	Erica Gardens	1	\$ 185.00
	5	Grand Lakes #1	1	\$ 75.00
	6	Grand Lakes #2	1	\$ 75.00
	7	Grand Lakes #3	1	\$ 132.00
	8	Grand Lakes #4	1	\$ 361.60
	9	Grand Lakes #5	1	\$ 185.00
	10	Grand Lakes #6	1	\$ 185.00
	11	Grand Lakes #7	1	\$ 352.00
	12	Highland Lake	1	\$ 625.00
	13	Lake Hilda	1	\$ 675.00
	14	Lake Joanne	1	\$ 125.00
	15	Lake Patricia	1	\$ 700.00
	16	North Palm Estates	1	\$ 102.00
	17	Rieumont Estates	1	\$ 106.00
	18	Royal Landings Multipurpose	1	\$ 125.00
	19	Sella Subdivision	2	\$ 198.00
	20	Shoma Estates	2	\$ 380.00

Monthly prices are inclusive of the service requirements outlined in Appendix A