



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

[www.mdxway.com](http://www.mdxway.com)

## COOPERATIVE PURCHASING AGREEMENT

**MDX PROCUREMENT/CONTRACT NO. MDX-22-14**

**MDX WORK PROGRAM NO. N/A**

**MDX PROJECT/SERVICE TITLE: MOBILE COMMUNICATION SERVICES**

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**THIS COOPERATIVE PURCHASING AGREEMENT** (the "Agreement") is made and entered into as of the 11 day of January 2022 (the "Effective Date"), by and between the **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY D/B/A MIAMI-DADE EXPRESSWAY AUTHORITY** (as "MDX"), a body politic and corporate, a public instrumentality created by the Board of County Commissioner of Miami Dade County as amended, acting by and through its Governing Board, and **AT&T CORP.**, (as "AT&T"), a corporation organized and existing under the laws of the State of Texas, and duly authorized to transact business in the State of Florida, **F.E.I.N. 13-4924710**, with offices at **208 South Akard Street, Dallas, TX 75202** (as the "CONTRACTOR") (collectively, referred to herein as the "Parties" to this Agreement).

### WITNESSETH:

**WHEREAS**, pursuant to Invitation to Negotiate for Mobile Communication Services (MSC)-ITN No.: DMS-19/20-006 (the "ITN"), the State of Florida Department of Management Services (as "FDMS"), competitively procured for "Mobile Communication Services," and subsequently entered into State Term Contract No. DMS-19/20-006A with AT&T for an initial term of five (5) years, effective August 04, 2021, with an option to renew for up to five (5) years upon mutual written agreement. The ITN and the State Term Contract collectively referred to hereinafter as the "FDMS Contract" are incorporated herein by reference; and

**WHEREAS**, subject to the approval from the FDMS, and as permitted by Article 4.7, *Cooperative Purchasing and Piggy-Backing* of the MDX Procurement Policy, MDX wishes to piggyback onto the FDMS Contract, subject to its own governing policy (the "Contract"), in order to enter into this Contract with AT&T to provide Mobile Communication Services (the "Services"), as solicited for and in accordance with the FDMS Contract; and

**NOW, THEREFORE** in accordance with Article 8.3 "APPROVAL AUTHORITY OF AGREEMENTS AND SUPPLEMENTAL AGREEMENTS" of MDX's Procurement Policy (publicly available on MDX's Website: [www.mdxway.com](http://www.mdxway.com), and incorporated herein by reference to the extent applicable to the Services provided by this Agreement), and in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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Vendor's Initials \_\_\_\_\_

**1. RECITALS**

The foregoing recitals are true and correct and are incorporated herein.

**2. DEFINITIONS**

**Supplemental Agreement:**

A written agreement between the Vendor and MDX, modifying the Agreement within the limitations set forth in the Contract Documents and the MDX Procurement Policy.

**Contract Documents:**

This Agreement and any amendments hereto.

**3. EFFECTIVE DATE AND TERM**

Subject to Section 1 (Contract Term and Termination) herein, as well as an annual appropriation of funds, this contract shall become effective as of the date it is fully executed by both Parties. The term of this Agreement shall run concurrent with the FDMS Contract through August 03, 2026 (the "Initial Term"). Should the FDMS Contract be extended pursuant to its terms, this Agreement may be extended upon mutual agreement by and between the Parties, to further run concurrent with the FDMS Contract's extension period, in whole or in part, or increments thereto (the "Extension Period(s)") at the sole discretion of MDX. Any extension to this Agreement shall be in the form of a Supplemental Agreement.

**4. COMPENSATION/PAYMENT OF INVOICES**

For Services rendered, the VENDOR shall be compensated pursuant to the contractual rates set forth by the FDMS Contract.

The total contract value for Services performed under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000.00) without MDX's written consent, and therefore execution of a Supplemental Agreement by and between the Parties.

During the term of this Agreement, inclusive of any Extension Period, payment of invoices shall be made in accordance with the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes.

**5. TERMS AND CONDITIONS**

With respect to the Services under this Agreement, the Vendor agrees it shall meet all terms and conditions included in the Contract Documents.

**6. PERFORMANCE AND SATISFACTION**

AT&T agrees to perform the Services, as well as furnish all the materials, equipment, supplies and labor necessary in accordance with the Contract Documents. AT&T shall meet all the terms and conditions and satisfy all the requirements included in the Contract Documents in the manner and to the full extent as set forth therein, all of which are hereby adopted and made part of this Contract.



**7. INSURANCE REQUIREMENTS**

During the term of the Contract, whether Initial or Renewal, AT&T shall pay for at its sole expense and maintain in effect Commercial General Liability, Business Auto Liability, Umbrella/Excess Liability, Property and Workers' Compensation insurance or self-insurance in amounts sufficient to cover AT&T's activities pursuant to the Contract Documents and pursuant to applicable Florida Statutes.

AT&T will carry and maintain (i) Commercial General Liability Insurance per ISO Form CG 00 01 or equivalent, covering liability arising from premises, operations, personal injury, products/completed operations, and contractual liability with limits of \$1,000,000 each occurrence and \$2,000,000 General Aggregate limit; (ii) worker's compensation insurance as required by statute. (iii) Excess/Umbrella Liability limit of \$1,000,000 per occurrence and in the aggregate. AT&T may use any combination of primary and excess insurance to meet the total limits required. AT&T will include Lessor as additional insured by endorsement as respects to this agreement. AT&T self-insures Property risk.

MDX is exempt from and shall in no way be liable for, any sums of money that may represent a deductible, self-insured retention or co-insurance penalty provision in any insurance policy. The payment of such deductible, retention or co-insurance shall be the sole financial responsibility of AT&T in providing the requisite insurance.

**8. INDEMNIFICATION**

The Vendor shall indemnify and hold harmless MDX and its officers, employees, and agents in the manner described in Section 7 of the FDMS Contract. In addition, the Contractor shall fully comply with the **Insurance Requirements** defined in Section 7 of the FDMS Contract.

**9. CONTRACT DOCUMENTS**

Any future Amendments to this Agreement shall take precedence over this Agreement. In the event of any conflict between this Agreement and the terms and conditions of the FDMS Contract, the terms and conditions of the FDMS Contract shall prevail.

**10. REQUIRED DOCUMENTATION**

The Vendor agrees it shall complete, sign accordingly and submit to MDX the **Vendor's Bill of Rights and Responsibilities**, attached hereto as **EXHIBIT "B"** and the **Sworn Statement on Public Entity Crimes and Debarment**, attached hereto as **EXHIBIT "C."**

**11. SOVEREIGN IMMUNITY**

No provision of the Contract Documents shall be construed as a waiver of sovereign immunity by MDX.

**12. CONSTRUCTION AND CAPTIONS**

All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders. The captions contained in this agreement are

for the convenience of the Parties only and shall not be construed to limit or otherwise define the scope of this Agreement.

**13. EXECUTION**

This Agreement shall be executed by a duly authorized representative of each entity actively taking part in this Agreement, and MDX represents that it is authorized by the laws of the State of Florida to execute this Agreement.

**14. CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

**15. WAIVER OF JURY TRIAL**

To encourage prompt and equitable resolution of any litigation that may arise hereunder, the VENDOR waives any rights it may have to a jury trial.

**16. SERVICE OF PROCESS**

In the event of any litigation arising out of this Agreement, the VENDOR acknowledges that service of process may be made on its registered agent, as designated in the corporate records of the Florida Department of State Division of Corporations.

**17. ENTIRE AGREEMENT**

This Agreement embodies the whole agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either MDX or the VENDOR other than contained herein. This Agreement shall inure to the benefit of, and be binding on, the Parties or any successor(s) thereto.

**18. NOTICES**

Notices required under this Agreement shall be e-mailed, mailed (U.S. Certified Mail), or delivered as follows, unless a party directs in writing that notices shall be provided to it at another location or to another individual:

To MDX:	Jacqueline Buitrago, CPPB Procurement Manager Miami-Dade Expressway Authority 3790 N.W. 21 <sup>st</sup> Street Miami, Florida 33142 Tel: 305-637-3277 (ext. 1111) e-mail: <a href="mailto:jbuitrago@mdxway.com">jbuitrago@mdxway.com</a>
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With a copy to:	Carlos M. Zaldivar, Esq. MDX General Counsel
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Miami-Dade Expressway Authority  
3790 N.W. 21<sup>st</sup> Street  
Miami, Florida 33142  
Tel: 305-637-3277 (ext. 2210)  
e-mail: czaldivar@mdxway.com

To Contractor: Mr. James Gwynn  
AT&T Corp.  
1820 E. Park Avenue, Suite 200  
Tallahassee, Florida 32301  
Telephone: (850) 228-3565  
Email: jg123r@att.com

**19. CAPITALIZED TERMS**

Capitalized terms used herein, unless otherwise specifically defined in this Contract, shall have the meaning ascribed to them in the Contract Documents.

**20. SEVERABILITY**

If any one or more of the covenants, agreements or provisions of this Agreement shall be held invalid, it is the intent of the Parties that such covenants, agreements or provisions shall be deemed severable and the remaining provisions shall remain in full force and effect.

**21. EXHIBITS**

All Exhibits attached hereto contain additional terms of this Contract and are incorporated as if actually set forth herein.

Exhibit "A"	FDMS State Term Contract No.DMS-19/20-006A
Exhibit "B"	Vendor's Bill of Rights and Responsibilities
Exhibit "C"	Sworn Statement on Public Entity Crimes
Exhibit "D"	MDX Procurement Policy**
Exhibit "E"	MDX Code of Ethics**

\*\* Available on the MDX website at:  
[http://www.mdxway.com/doing\\_business/procurement](http://www.mdxway.com/doing_business/procurement)

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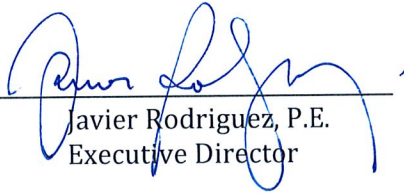
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**IN WITNESS WHEREOF**, the authorized signatures named below have executed this Contract on behalf of the Parties on the date aforesaid mentioned.

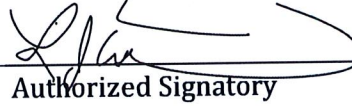
**MIAMI-DADE EXPRESSWAY AUTHORITY**

**AT&T CORP.**

By: \_\_\_\_\_

  
Javier Rodriguez, P.E.  
Executive Director

By: \_\_\_\_\_

  
Authorized Signatory

Print Name: Linda J Cottingham

Print Title: Sr. Contract Manager