

This a draft solicitation for a future competitive contract Miami-Dade County anticipates entering into.
Solicitation is subject to change without notice.
This is not an advertisement.



REQUEST FOR PROPOSALS (RFP)
EVENT No.: EVN0022869
EVENT TITLE: SHELTER MANAGEMENT

PRE-PROPOSAL CONFERENCE TO BE HELD:

March 20, 2026 at 10:00 AM (local time)
via Teams

ISSUED BY MIAMI-DADE COUNTY:
Strategic Procurement Department
(Through the Expedited Purchasing Program)
for
Animal Services Department

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

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PROPOSALS DUE:
see INFORMS for date and time

IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

Electronic Proposal responses to this RFP are to be submitted through a secure mailbox at Integrated Financial Resources Management System (INFORMS) until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its Proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a Proposal in response to a Miami-Dade County Solicitation via INFORMS. Electronic Proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. Proposers must allow sufficient time to complete online forms and upload all Proposal documents. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into INFORMS before the date and time of the INFORMS Solicitation End Date, or the system will **stop** the process and the submission will be considered late and will not be accepted. No part of a Proposal can be submitted via hardcopy, email, or fax. All expenses involved with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date. The County will only consider the latest version of the Proposal.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by **INFORMS** at <https://supplier.miamidade.gov>. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary via written addenda issued prior to the Proposal due date and time (see Mandatory Online Forms and Addendum Acknowledgement Section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

If you submit your proposal and subsequently an Addendum is issued, failure to resubmit the proposal by clicking on the "Submit Proposal" button, after acknowledging Addenda or making any edits to your proposal in INFORMS, will result in your proposal not being received by the County.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Animal Services Department (ASD), is soliciting Proposals for Shelter Management software solution (Solution) inclusive of all software licensing, implementation, integration, configuration, data conversion, training, maintenance and support services.

The County anticipates awarding a contract for a single contract for a five-year term, with one five-year option to renew.

The anticipated schedule for this Solicitation is as follows:

Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory.
	Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-2013 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov . TTY users may reach the ADA Office by calling the Florida Relay Service at 711.
Deadline for Receipt of Questions:	see INFORMS
Proposal Due Date:	see INFORMS
Evaluation Process:	March-April 2026
Projected Award Date:	May-June 2026

1.2 Definitions

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

1. The words "Competitive Selection Committee" or "Review Team" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
2. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The words "General Data Protection Regulation" (GDPR) to mean regulation (EU) 2016/679, a data protection and privacy law governing the collection, processing, storage, and transfer of personal data of individuals. GDPR establishes requirements for lawful data processing, security safeguards, transparency, individual rights, and organizational accountability, and applies to any entity that processes personal data of residents regardless of the entity's geographic location.
5. The words "Go-Live" to mean the point in time at which the Shelter Management Solution is formally launched and made available for operational use by the County. Go-Live occurs after the selected Proposer has successfully completed all required implementation activities, including configuration, data migration, integration, testing, user acceptance, training, and any other prerequisites defined in section 2.0 Scope of Services.
6. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Proposal submission.
7. The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
8. The words "Pet Retention" to mean ASD support program designed to help pet owners keep their animals in their homes by addressing financial, medical, behavioral or temporary housing challenges that might otherwise lead to surrender.

9. The words "Produced in the United States" to mean, with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
10. The word "Proposal" to mean the properly signed and completed written good faith commitment submitted by the Proposer in response to this Solicitation, as amended or modified through negotiations.
11. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
12. The words "Reliability Period" to mean the ninety (90) Day period after Go-Live.
13. The word "Responsible Proposer" shall refer to a Proposer that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
14. The words "Responsive Proposer" shall refer to a Proposer that has submitted a Proposal that conforms in all material aspects to the Solicitation.
15. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
16. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
17. The word "Solution" or "Shelter Management Solution" to mean software, licenses, implementation, integration, data conversion, training, information and technologies to support the business and technical capabilities required by ASD as detailed in the section 2.0. Scope of Services
18. 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.
19. 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.

1.3 General Proposal Information

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

The County may, at its sole and absolute discretion, reject any and all or parts of any or all Proposals; accept parts of any and all Proposals; further negotiate project elements including but not limited to project fees, revenues or pricing; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its Proposal. The County shall treat the Proposer's inclusion of exceptions, assumptions or alternate terms in the Proposal as requests to negotiate project elements, and the inclusion of same shall not result in the Proposal being deemed non-responsive. The County is not bound to accept any exceptions, assumptions or alternates during negotiations, and the County shall consider a Proposal submitted to be an offer to supply goods or services in strict compliance with the terms of this Solicitation. Exceptions, assumptions or alternates may be considered by the County during negotiations to the extent such exceptions, assumptions or alternates do not materially change any provision of the Solicitation. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's Proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the Proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a Contract substantially in the terms herein. Proposer's Proposal shall be irrevocable until Contract award unless the

Proposal is withdrawn. A Proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the Proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of Proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** any member of the County's professional staff, other than any professional staff member who is designated by the County Mayor to engage in such communications; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-Proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Review Team Members or, to the Review Team as a whole, **are expressly prohibited**. Any oral communications with Review Team Members other than as provided in Section 2-11.1 of the Code, are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a Proposal for any contract, such Proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.9 Contracting with Entities of Foreign Countries of Concern Prohibited

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

This affirmation by the Proposer shall be in the form attached to this Solicitation as **Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**.

1.10 Expedited Purchasing Program

Pursuant to Section 2-8.1.6 of the Code, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened Solicitation timeline for submission of Proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Competitive Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.

1.11 Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

By entering into, amending, or renewing a contract under this Solicitation, the Proposer affirms that it does not use coercion for labor or services and complies with the provisions of Section [787.06](#), Florida Statutes ("F.S."), "Human Trafficking. This attestation by the Proposer shall be in the form attached to this Solicitation as the **Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit**.

2.0 SCOPE OF SERVICES

2.1 **Background**

Miami-Dade County Animal Services Department (ASD) is responsible for enforcing the provisions of Chapter 5 of the Miami-Dade County Code, which govern the licensing, vaccination, and humane care of animals within the County. The department operates an open-admission shelter that provides temporary housing and care for animals received through surrender, impoundment, cruelty investigations, and lost-and-found cases. While animals are housed at the shelter, ASD provides all necessary veterinary, behavioral, and rehabilitation services to prepare them for permanent placement. Once animals meet County health and behavioral protocols, ASD facilitates adoptions directly to new owners or through rescue and foster partners until a permanent home is secured. ASD processes the intake of approximately 50 to 100 animals per day, average of 800 pets per month and re-homing or transferring between 180 and 250 animals monthly through various community programs. These programs include Pet Retention, which assists owners in keeping their pets; Trap-Neuter-Vaccinate-Return (TNVR) for community cats and similar sterilization and vaccination efforts for other species as appropriate.

To promote community health and compliance, ASD directly administers spay/neuter surgeries, vaccinations, and rabies-tag sales to pet owners and partnering veterinary clinics. These services help manage overpopulation, prevent illegal breeding, and reduce animal cruelty. ASD also provides microchipping services for pet identification and recovery. Microchips are implanted and registered by ASD staff and serve as a primary tool for reuniting lost pets with their owners. In addition, ASD traps, sterilizes, and releases community cats to control overpopulation, prevent mating behaviors, and reduce kitten births. ASD traps and releases approximately 1000 community cats per month and is looking to grow this program through the use of the tracking capabilities within the software solution.

ASD administers, tracks, monitors, and provides financial accounting of license tags for community pets. ASD partners with community veterinary clinics and provides them supply of tags for sale to community pet owners. This process furthers the community reach for vaccinations, and license tags. Tags are processed, monitored, and tracked through an existing Shelter Management system.

2.2 **Objective**

The purpose of this solicitation is to acquire a comprehensive Shelter Management Solution to support the operations of the Miami-Dade County Animal Services Department. The County seeks a Solution capable of meeting ASD's current operational volumes and business process requirements. Given the critical nature of the services provided, the selected Proposer must ensure a seamless transition from the existing system to the new Solution without disruption to daily operations.

2.3 **Application and Processes**

ASD currently utilizes Chameleon software to manage shelter operations. The existing system supports daily intake, medical treatment, adoption, and social program functions but requires modernization to incorporate expanded online payment and reporting capabilities

2.3.1. **Software Management (minimum capacity levels)**

- Average intake of 100 animals daily
- Average of over 100 medical treatments daily
- Average of over 300 animals in care daily
- Average outcome of 100 animals daily including adoptions, medical releases, transfers to social programs, and rescues

Note: These figures represent the baseline performance capacity required for any new proposed software solution.

2.3.2 **Customizations**

The existing Chameleon system has been customized to align with ASD's operational and reporting needs. Current customizations include the following:

A. **Payment Interfaces**

- One way communication with Inovah Cash Management interface for in-person transaction
- Online payment Integration
 - The selected Proposer's application shall interface directly with Miami-Dade County's payment gateway using a plain HTTPS/XML interface.
 - The County will provide XML schemas for standard services including web payment processing, voids, and refunds.

- The schemas and XML samples will be shared with the selected Proposer, along with necessary URLs and documentation detailing fields and response error codes. All services will return a standardized XML receipt.
- This integration requires the selected Proposer's application to be hosted on-premises within Miami-Dade County's network, as the Payment Gateway is not accessible via the public internet.

B. System Configuration

Customization of search fields, and process fields to ASD business process

C. Reporting

- Over 50 Automated Reports and over 100+ ad hoc reports, including but not limited to:
 - Adoptions per week
 - Average time an animal stays at the shelter
 - Counter performance: items sold per employee, licenses, tags, leashes, vaccines
 - Tag status: capturing errors with user tags, duplicate tags.

D. Contract and Program Management

- Custom contract agreements within application for program needs, Trap-Neuter-Vaccinate-Return (TNVR), Pet Retention, Supporting Urgent Needs (SUN) Program. These are social programs ASD provides to citizens for retaining animals, assistance with medical care, and rescues that partner with ASD to care for and adopt animals.

E. System Interfaces

- Integration with County call center (311)
- Interfaces with third-party platforms such as Found Animal and Petco Love Lost
- Support for multiple lifesaving workflows, including TNVR, Rescue, Adoption, and Foster, etc.

2.3.3 Online Payment for Licensing Tags

The selected Proposer's Solution shall include integrated online payment functionality designed to improve citizen access and enhance operational efficiency. At minimum, the online payment functionality shall provide the following capabilities:

A. Online Platform Development

- The selected Proposer shall develop and implement a secure online portal allowing citizens to renew pet license tags using credit and debit card payments.
- The software Solution shall comply with PCI-DSS standards and County IT security protocols.

B. Database Integration

- The software Solution shall establish a direct connection to the existing shelter software database to eliminate data entry errors that could result in inaccurate citations.
- The selected Proposer shall enable real-time data validation to prevent duplication and ensure data consistency.

C. Customizable Search and Process Fields

- The proposed software shall allow ASD to customize search and processing fields for analytical and operational review.
- The proposed software shall support multiple criteria including animal type, age, size, breed, owner address, altered/un-altered status, and vaccination documentation.

D. Transaction Logic

- The proposed software solution shall detect whether a request is for a new license or a renewal.
- Apply appropriate transaction codes and assess late fees automatically for overdue renewals.

E. Secure Data Transmission

- The proposed software solution shall encrypt and transmit licensing data to the department's database daily.
- The proposed software solution shall ensure compliance with County cybersecurity and data retention policies.

F. Reporting and Reconciliation

- The proposed software solution shall generate daily transaction summaries and detailed reports of all new and renewal license transactions.
- Establish a direct connection between the collected funds and the department's designated bank account.
- Provide a reporting tool that generates daily transaction data for reconciliation and audit purposes.

2.4 Implementation

The current database has over 30 years of data regarding that would need to be extracted to make the information readily available in the new software Solution. This includes making an accessible database for at least ten key department staff members to extract information for public records requests. Such records request for pets being processed through the department shall be kept for the life of the animal (LOA) and should be available through the development of this archive.

The secondary phase of implementation shall include the migration of historical departmental data into the new software Solution to ensure that all users have access to more than 20 years of transaction history. This data includes, but is not limited to, pet licensing, medical records, enforcement activities, accounts payable, animal intake, adoptions, and other operational records. To ensure a seamless and accurate data transition, the selected Proposer shall provide documentation demonstrating its capacity and proven experience in migrating data volumes of similar size, complexity, and diversity. Such documentation may include examples of prior large-scale data migrations, methodologies, tools used, and the qualifications of personnel responsible for the migration effort. Each functional area, for example, pet intake contains a specific set of fields used to capture and manage essential program information. For successful migration, data fields in the outgoing system must align with, or be properly mapped to, corresponding fields in the proposed Solution's database. Inconsistent or incompatible field structures can create substantial barriers to implementation and may impede accurate data conversion. The selected Proposer shall ensure that its proposed data migration approach fully accounts for field-level mapping, system compatibility, business process alignment, and the preservation of historical data integrity to support continuity of operations.

The tertiary implementation phase includes redeveloping the department's tracking and reporting mechanisms, which capture all operational aspects which include intake and outcome of pets, clinical and surgical services, pet registration and licensing renewals, as core activities. The department's business process includes the development and use of various reporting tools to track the progress and metric of each program. The availability of these reports is vital for department managers to ensure each program is reaching departmental goals in alignment with yearly metrics. To date, the department has worked on developing and customizing over 100 reports to provide data for both internal and external stakeholders. This includes the data that is shared with the community on the department's progress on its newly implemented [Save Charlie Act](#). Ensuring that ASD continues to provide accurate and transparent data to the community depends on the integrity of its data management and reporting systems. If a new database were implemented, ASD would need to recreate these reporting resources once again to establish a secure channel for the abovementioned reporting that is vital to its business process.

A. System Integration

The County prefers for the selected Proposer to complete initial installation and achieve initial go-live of the software solution within thirty (30) calendar days from the effective date of the resultant contract. The selected Proposer shall install, configure, and evaluate the software solution in the County's designated environment and provide all criteria, testing procedures, and validation data necessary to confirm operational readiness.

The selected Proposer shall issue written notice to the County once the software solution is operational. The date of this written notice shall be defined as the "installation date."

B. Software Documentation

The selected Proposer shall furnish the County with the number of manuals and related printed materials, including updated versions, as designated by the County to support both production use and disaster recovery needs. The County will specify the required quantities and provide this information to the selected Proposer. Should additional copies of such documentation be needed, the selected Proposer shall supply them upon the County's request. The selected Proposer further agrees that the County may reproduce these materials for its internal use in maintaining the equipment or software provided under this Agreement, at no additional cost.

C. Software Acceptance Testing

Acceptance testing shall be required, as specified, for all software provided by the selected Proposer, including enhanced versions, new releases, and any software modified by the Proposer to meet County requirements. The purpose of the

acceptance testing is to verify that the software operates in substantial accordance with the Proposer's technical specifications and fully satisfies the County's performance requirements.

2.5 Solution Functionality

The selected Proposer shall provide a software Solution that is able to accommodate the following requirements:

2.5.1 Software

The system shall run on the latest version of MS Server as the operating system and utilize Structured Query Language (SQL) Server as the primary database management system; and the latest technology for the web server that is a minimum version of 2019 or greater.

2.5.2 Compliance and Regulatory Requirements

The Solution shall adhere to General Data Protection Regulation (GDPR) for data protection. This includes encryption of sensitive data at rest and in transit, as well as robust access controls and audit trails.

2.5.3 Capacity

The Solution shall be able to manage the full scope of ASD business processes with a pet population as large as 1,500 to include the following areas such as: shelter operations, pet intake, adoptions, humane animal enforcement (activities performed by trained personnel to enforce animal related laws and ensure the humane treatment, welfare, and safety of animals in a community), veterinary services, foster care, licensing, with the ability to manage and track additional shelter programming as needed, including but not limited to pet retention, managed intake, and the TNVR (trapping neutering vaccinating and returning) program. The software Solution shall have a secure pathway to work under the County's network cloud system, not as a web-based application.

2.5.4 Reports

The software Solution shall provide comprehensive reporting capabilities based on all data captured within the system and shall allow the creation of custom reports to support ASD's operational needs. The selected Proposer shall make available all standard and ad hoc reports that are included with the Solution by default. The selected Proposer shall demonstrate prior experience delivering similar operational reporting capabilities for other agencies and shall leverage this experience to support report deployment at resultant contract agreement kick-off. The selected Proposer shall also provide ongoing support for the development of new or customized reports as required by ASD. The selected Proposer shall be capable of providing reporting support services five (5) days a week in order to meet the County's operational needs.

2.5.5 Compatibility

ASD requires the proposed Solution to include robust Application Programming Interface (API) capabilities to ensure seamless integration across multiple County enterprise systems. The Solution must support both inbound and outbound data exchange through standardized API protocols to enable data synchronization, automation, and reporting between systems. The integration environment must support, at a minimum, the following system interfaces:

- Enterprise Asset Management System (EAMS), or real-time inventory control, equipment maintenance tracking, and asset utilization.
- Inovah Cash Management System, for reconciliation of payments, refunds, and financial transaction records.
- INFORMS, for accounting, procurement, and financial reporting integration.
- 311 interface (CRM), for synchronization of service requests, enforcement actions, and complaint resolutions.
- Geographic Information System (GIS – EZRA), to support mapping

The Solution shall be configurable and adaptable to ASD's operational workflows while maintaining compliance with Miami-Dade County's IT security, data governance, and interoperability standards. The preferred system architecture will allow ASD to leverage cross-platform data for trend analysis, enforcement case management, and strategic decision-making providing scalability for future enhancements and emerging technologies.

2.6 Technical Support

The selected Proposer shall have the capacity to provide around the clock support for the software Solution which includes an assigned liaison to handle the transition, integration, training and ongoing services. The selected Proposer shall provide technical support line available during regular business hours: Monday through Friday from 8:00AM to 5:00PM. The selected Proposer shall ensure that technical support requests can be submitted via email, telephone, or a designated online support portal. The County requires that all support tickets be logged, time-stamped, and tracked through resolution with escalation procedures in place as specified below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the Solution, whether or software, is in a non-responsive state and severely affects users' productivity or operations. A high impact problem which affects the users.	15 minutes	1 Hour	15 minutes
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	1 Hour	4 Hours	30 minutes
3=Important	Lesser issues, questions, or items that minimally impact the workflow or require a work-around.	4 hours	24 Hours	4 Hours
4=Minor	Issues, questions, or items that don't impact the workflow. Issues that can easily be scheduled such as an upgrade or patch.	8 hours	72 hours for acceptable work around until final resolution	Weekly Status Call

2.7 Maintenance and Support

The Selected Proposer shall provide ongoing maintenance and support services for the animal shelter software solution. The selected Proposer shall provide the County at no additional cost other than the agreed-upon maintenance and support fees, any new version of the software Solution that is generally made available to all customers receiving maintenance services. New versions shall be provided with sufficient notice and in a manner that ensures uninterrupted County operations. Upon release of a new version, the selected Proposer shall support and maintain that version for the remainder of the resultant contract agreement term. If any new version includes optional modules or additional functionality that the County elects to implement, any associated fees will be mutually agreed upon in writing by both parties. The selected Proposer shall provide, at a minimum, the following maintenance services:

- **Software: new versions**
Major releases that change or enhance the core of animal shelter software functionality, user interface, or system architecture. All new versions made generally available to the Proposer's customer base shall be provided to the County at no additional cost.
- **Software: upgrades**
Periodic updates that incorporate improvements, enhancements, and feature refinements based on feedback from multiple customers. All upgrades made generally available to the Proposer's customer base are to be included in the maintenance services at no additional cost to the County.
- **Software: diagnosis and issue resolution**
The selected Proposer shall investigate and diagnose all reported software issues, errors, or system malfunctions. Upon identifying the cause, the selected Proposer shall:
 - (a) Correct, repair, or remediate the issue at no additional cost to the County if the problem is determined to be due to a defect, bug, or malfunction in the Software; and
 - (b) If the issue is determined to result from user error, third-party systems, or network/environmental conditions outside the Proposer's control, provide the County with a written diagnostic report detailing the cause of the issue and recommended steps for remediation through the County or the applicable third-party support provider.

2.8 Data Conversion

The County will work with the selected Proposer to perform the necessary data extraction and transformation activities required to prepare files, in a mutually agreed-upon format, for migration into the proposed Solution's database. The selected Proposer shall be responsible for mapping all extracted and transformed data to the database structure of the proposed Solution and for performing the complete data loading process. Data migration shall include, but not be limited to, the transfer of all service numbers, devices, subscribers, financial transaction codes, locations, and charge codes associated with approximately 24,000 wired and 15,000 mobile devices. Migration shall also include cable devices and data circuits. The selected Proposer shall have an established, proven, and systematic data conversion methodology in place prior to project kickoff to ensure accuracy, continuity of operations, and minimal disruption to County services.

2.9 Training

Upon Solution deployment, the selected Proposer shall provide comprehensive on-site training for internal and external users, including but not limited to personnel in the following roles: finance, customer service representatives, technicians, and system administrators. In addition, the selected Proposer shall provide web-based training resources that are continuously accessible to all users for the duration of the resultant contract agreement. The anticipated annual training population is estimated to be between 200 and 300 users, and the selected Proposer shall provide an unlimited number of training licenses to ensure adequate access for all participants.

2.10 Audit

The County shall have the right to access all reports, records, documents, files, and personnel necessary to audit and verify the selected Proposer's charges under the resultant contract agreement. The selected Proposer shall retain all financial and operational records related to the services and charges under the resultant contract agreement for a period of 10 years following the date of final payment. The County reserves the right to conduct audits and verifications of the selected Proposer's records prior to issuing final payment and at any time during the applicable record retention period.

2.11 Software Licensing

The selected Proposer shall provide the County with an unlimited software license for the proposed Solution. The license shall permit installation on County-designated server environments and allow access by an unrestricted number of client workstations, including onsite desktop units and wireless field service devices. The selected Proposer shall furnish all required perpetual software licenses necessary to support the number of users identified below. All licenses required to access or utilize any third-party software components integrated into the proposed Solution shall be included in the selected Proposer's Proposal. The County will not procure or manage third-party software licenses separately. The estimated licensing requirements are as follows:

- **Miami-Dade County Users (minimum estimated): 8,000 total Users**
 - Approximately 5,500 power users
 - Approximately 2,500 inquiry-only users
 - Approximately 625 concurrent users (if the Proposer utilizes a concurrent-user licensing model)

The quantities listed above represent current estimates based on the existing operating environment and may be adjusted as the Solution is implemented and deployed across the County.

2.12 Information Security Requirements

The selected Proposer shall maintain compliance with all applicable National Institute of Standards and Technology (NIST) 800-series security requirements, including implementation, monitoring, and documentation of the security controls necessary to ensure confidentiality, integrity, and availability of County data and systems. The selected Proposer shall continuously maintain these controls throughout the duration of the resultant contract agreement and shall provide evidence of compliance upon County request.

2.13 Online Payment Integration / Direct Integration with Miami-Dade County Payment Gateway

The selected Proposer's application shall support direct integration with Miami-Dade County's Payment Gateway using a plain HTTPS/XML interface. The County will provide the XML schemas for core payment services, including web payment processing, voids, and refunds. The County will also provide XML samples, endpoint URLs, and documentation describing required fields, data elements, and response/error codes. The selected Proposer shall ensure that all interactions with the County's Payment Gateway conform to the provided schemas and specifications, and that all services generate a standardized XML receipt in accordance with County requirements.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described. Nothing in this RFP shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer’s social, political, or ideological interests when determining if the Proposer is a responsible vendor or give a preference to a Proposer based on the Proposer’s social, political, or ideological interests.

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate Proposals are not requested or desired. Proposal Submission Package shall include, but not be limited to:

- Proposer Information packet
- Form 1—Price Proposal Schedule
- IT Security Matrix
- Proposer Submittal Form (web-fillable)
- Subcontracting Form (web-fillable)
- Lobbyist Registration Affidavit (web-fillable)
- Entities of Foreign Countries of Concern Prohibited Affidavit (web-fillable)
- Human Trafficking Affidavit (web-fillable)

Proposers are encouraged to access the links below to assist with submission of responses to the Solicitation.

Recorded eSupplier Workshop

https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780

Password: q37%t+pG

Submit a Bid Job Aid

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by Review Team which will evaluate and rank Proposals on criteria listed below. The Review Team will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Review Team Member.

Technical Criteria	Points
1.Proposer’s relevant experience, qualifications, and past performance, including relevant experience and qualifications of key personnel, key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100
2.Proposer’s approach to providing the Services requested in this Solicitation	100
3.System Functionality	250
4. Data Migration	150

5. Online Payment Platform	100
Price Criteria	Points
Proposer's proposed price (Form -1)	300

Any Proposer, whether a Joint Venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Review Team shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. The Review Team may base such decision on the particulars of the relationship between the Proposer and the Affiliated Company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Review Team.

Additionally, pursuant to County Resolution No. [R-321-23](#), the Review Team shall be provided with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Review Team to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Review Team has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Review Team to consider if such Reports would change the rankings. If the Review Team determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Review Team shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

4.3 Oral Presentations

After evaluation of the Proposals on the criteria indicated above (Technical and Price), rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration. In making this determination, the Review Team should consider whether a recommendation can be reached without oral presentations or whether there is a need for, or would be a benefit to, holding oral presentations. For instance, oral presentations may be needed to assist the Review Team to make its recommendation and/or to differentiate among the Proposer(s) remaining in consideration due to, among other factors, scores in clusters and/or a close competition. Oral presentations may also be beneficial if clarity on the Proposal(s) is needed or an explanation of the Proposal(s) would be helpful to the process and in scoring, especially on large and/or complex projects, as determined by the Review Team. See "Lobbyist Registration Affidavit" regarding registering speakers in the Proposal for an oral presentation.

Pursuant to Resolution No. [R-208-25](#), if the contract fiscal impact is expected to exceed \$25,000,000 per year or \$25,000,000 in any year, then oral presentations are required to be held with the three highest-ranked Proposers or all proposers if three or less proposals are received. If the scoring differential between the two highest-ranked proposers exceeds ten percent (10%), then oral presentations shall be conducted at the option of the Competitive Selection Committee.

Unless otherwise advised by the County, oral presentations will only be used for the Proposer to present its Proposal and provide clarifications, if needed, and for the Review Team to ask questions. Proposals cannot be materially changed through oral presentations. Upon completion of the oral presentation(s), if any, the Review Team will re-evaluate, re-rate and re-rank the Proposals from the Proposer(s) invited to oral presentations based upon the written documents, and in consideration of any clarity gained from the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's Proposal. Pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development at (305) 375-3111, visit <http://www.miamidade.gov/smallbusiness/> or, e-mail your inquiries directly to: Sbdcert@miamidade.gov.

The SBE must be certified by Proposal submission deadline, at contract award, and for the duration of the Contract to remain eligible for the preference. Firms that graduate from the SBE Program during the Contract term may remain on the Contract.

Any entity may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of creating a Proposer to submit a Proposal in response to this Solicitation and receiving an SBE Selection Factor. Joint ventures will be considered as one entity by the County during the evaluation of the Proposal in response to this Solicitation. Joint ventures must be pre-approved by Small Business Development and meet the criteria as established in Implementing Order 3-41 and Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code for the purposes of receiving an SBE Selection Factor pursuant to this Section.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to Proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's Proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of Proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

4.6 Price Evaluation

The price Proposal will be evaluated subjectively in combination with the technical Proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the Contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive Solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Review Team a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Review Team will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Review Team will evaluate, score and rank Proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, through the approval of the Review Team Coordinator Report which will be shared through electronic means with all Proposers. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer recommended by the Review Team pursuant to the Local Preference Section above, if any, **and/or** may request a better offer. In any event the County engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer. This process may continue until a contract acceptable to the County has been executed or all Proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: <https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Written Objections to Selection Committee Ranking/Scoring and Rights of Protest

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code and as established in Implementing Order No. 3-21. Bid protest procedures set forth in Implementing Order No. 3-21 shall not apply to any procurements conducted by the Strategic Procurement Department exclusively on behalf of the constitutional offices of Clerk of the Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector pursuant to an interlocal agreement. For such procurements, the bid protest procedures, if any, shall be established by the respective constitutional office. Any question, issue, objection or disagreement concerning the rankings, scoring or recommendations of the Review Team shall be deemed waived by the Protestor and shall be rejected as a basis of a bid protest, unless it is brought by the Proposer to the attention of the Procurement Contracting Officer within five (5) workdays of receipt of notification of the Review Team Coordinator Report referenced above. The written objection shall state with particularity the basis of the objection and with sufficient information to allow the County's procurement professionals to consider, evaluate and address the issues raised in the objection promptly.

5.0 TERMS AND CONDITIONS

The County's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Supplier/Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Supplier/Vendor Registration Package. For online Supplier/Vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

b) Insurance Requirements

The Contractor shall furnish to the County, Strategic Procurement Department, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total Contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Code, any agreement issued as a result of this Solicitation 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 Solicitation and the utilization of the County Contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Agreement

Proposal Submission Package, including:

- Proposer Information Section
- Form 1 – Price Proposal Schedule
- IT Security Matrix
- Web Forms – Submittal Form, Subcontracting Form, Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit, Lobbyist Registration Affidavit (*for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions*), Contractor Due Diligence Affidavit,

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FORM 1

PRICE PROPOSAL SCHEDULE

A. PROPOSED RATE STRUCTURE

The Proposer's price shall be submitted on this Form 1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form and provide a total price as a fixed fee engagement. Pricing must include **ALL COST ELEMENTS** being proposed to meet the specifications outlined in Section 2.0 of this Solicitation. The Proposer shall provide a breakdown of the costs, as provided for in the following sections. Items that are not applicable shall be identified as "N/A", items that are at no charge to the County shall be identified as "\$0".

The pricing submitted below **shall be used** to evaluate Proposers.

TOTAL PROPOSED PRICE FOR THE FIVE (5) YEAR TERM \$ _____

Note1: A payment schedule will be negotiated with the selected Proposer based upon project milestones and deliverables (e.g., installation, County's final acceptance of deliverables, delivery of software licenses, etc.).

Note2: All future upgrades to the system shall be provided to The County at no additional cost, assuming that the County has a valid maintenance agreement.

B. BREAKDOWN OF TOTAL PROPOSED PRICE

The Proposer shall provide a breakdown of the "Total Proposed Price" stated in Section A, as provided for in the tables below. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "\$0".

DESCRIPTION	TOTAL PROPOSED PRICE
Software License Fees <i>(Please provide detailed price breakdown in Table B1)</i>	\$
Professional Services <i>(Including installation, configuration, customization, testing, implementation, etc. Please provide detailed price breakdown in Table B2)</i>	\$
Training <i>(Please provide detailed price breakdown in Table B3)</i>	\$
Interfaces <i>(Including third party and internal County interfaces defined in Section 2.9 of the Scope of Services. Please provide detailed price breakdown in Table B4)</i>	\$
Maintenance and Technical Support Service Fees <i>(Please provide detailed price breakdown in Table B5)</i>	\$
TOTAL PROPOSED PRICE FOR INITIAL FIVE-YEAR TERM:	\$

* Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above. In case of conflict, the unit prices shall prevail.

TABLE B1: PRICE BREAKDOWN FOR PROPOSED SOFTWARE LICENSING				
Software Product Name and proposed Version	License Type <small>Explain type of license provided. (Site, Per User, Concurrent, etc.)</small>	Unit Price	Quantity	Total (Unit Price x Quantity)
				\$
				\$
				\$
				\$
				\$
Total for Software Licensing:				\$

TABLE B2: PRICE BREAKDOWN FOR PROFESSIONAL SERVICES	
Description/Task	Proposed Price
	\$
	\$
	\$
	\$
	\$
Total for Professional Services:	\$

TABLE B3: PRICE BREAKDOWN FOR TRAINING	
Description/Task	Proposed Price
	\$
	\$
Total for Training:	\$

TABLE B4: PRICE BREAKDOWN FOR INTERFACES	
Description/Task	Proposed Price
	\$
	\$
	\$
	\$
	\$
Total for Interfaces:	\$

TABLE B5 - PRICE BREAKDOWN FOR MAINTENANCE AND TECHNICAL SUPPORT SERVICES	
<i>Instructions: Breakdown should assume Maintenance and Technical Support Services Fees begin at the date of Go-Live, including Reliability Period, and should accommodate the number of years remaining in the contract term based on the implementation timeline being proposed. Any deviation from this start date should be clearly explained in the Description field.</i>	
Description (Ex: Maintenance and Technical Support Services – Year 1- 5)	Proposed Price
Maintenance and Technical Support Service – Year 1	\$
Maintenance and Technical Support Service – Year 2	\$
Maintenance and Technical Support Service – Year 3	\$
Maintenance and Technical Support Service – Year 4	\$
Maintenance and Technical Support Service – Year 5	\$
Total for Maintenance and Technical Support Services :	\$

C. OPTIONAL SERVICES

Instructions: Proposers are NOT required to provide pricing for any optional items. Proposers may, in their discretion, provide pricing for any of the Optional Items. Such optional items will NOT BE SCORED as part of the solicitation evaluation process.

DESCRIPTION	PROPOSED PRICE
Software License/ Subscription Fees OTR Year 1	\$
Software License/ Subscription Fees OTR Year 2	\$
Software License/ Subscription Fees OTR Year 3	\$
Software License/ Subscription Fees OTR Year 4	\$
Software License/ Subscription Fees OTR Year 5	\$
Maintenance and Support Fees OTR Year 1	\$
Maintenance and Support Fees OTR Year 2	\$
Maintenance and Support Fees OTR Year 3	\$
Maintenance and Support Fees OTR Year 4	\$
Maintenance and Support Fees OTR Year 5	\$
TOTAL PRICE FOR REQUESTED SERVICES OTR TERM:	\$

OPTIONAL HARDWARE / APPLIANCES:

Product Name and Description	Unit Price	Quantity	Total (Unit Price x Quantity)
			\$
			\$
			\$

Service	Hourly Rate
Project Manager	\$
Developer	\$
Web Developer	\$
Trainer	\$
Technical Architect	\$
Database Administrator	\$
Network Engineer	\$
Other (list professional title)	\$
Other (list professional title)	\$
Other (list professional title)	\$

Note: Compensation to the selected Proposer for Optional Professional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project. Notwithstanding the pricing listed above, the County reserves the right to negotiate a fixed fee engagement for any Optional Professional Services.

Notes:

- Form 1 will be used to determine the price points for the price criteria as indicated in the Solicitation.
- Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
- Proposer's proposed prices and rates shall include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the County.
- In the future, if additional training is needed, such as on-site training, it will be specified in writing between the County and Contractor, via a change order. Any proposed training course must be reviewed and approved by the County prior to commencement of that course. Additional training shall be made available via on-line videos or other resources on an ongoing basis throughout the term of the contract.
- The resultant contract will include a payment milestone schedule with a Final Acceptance milestone dependent in part on the completion of the Testing phase, as defined in the solicitation and addressing of all defects identified during testing.

PROPOSER INFORMATION SECTION

Nothing in this Solicitation shall in any way be utilized to request documentation relating to or authorizing consideration of a proposer's social, political, or ideological interests when determining if the proposer is a responsible vendor or give a preference to a proposer based on the proposer's social, political, or ideological interests.

PROPOSER'S RELEVANT EXPERIENCE, QUALIFICATIONS, AND PAST PERFORMANCE, INCLUDING RELEVANT EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL

1. Describe the Proposer's past performance and experience in the development of Shelter Management Software Solutions and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
2. Provide a detailed description of up to three (3) successful implementations and comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
4. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to the resultant contract. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel
5. Identify Subcontractors, if any. List the names and addresses of all first tier subcontractors and describe the extent of work to be performed by each first tier subcontractor.
Note: After proposal submission, but prior to the award of any contract issued pursuant to this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

PROPOSER'S APPROACH TO PROVIDING THE SERVICES REQUESTED IN THIS SOLICITATION

6. Describe Proposer's Project Management methodology and recommended strategies for the implementation of the software Solution. The Proposer shall describe its approach to project organization and management, to include the various stages and milestones, change of scope management, implementation and training strategies, responsibilities of Proposer's management, deliverables and necessary Proposer and County staffing.
7. Provide a detailed timeline for complete implementation, including completion of all customizations, configuration, integration, training, testing, and Final Acceptance.
8. Provide a detailed explanation of the proposed maintenance services, including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Specify which are included

as part of the proposed System. Include approximate frequency at which updates and/or upgrades are released as well as the method for deploying such updates and/or upgrades.

9. Describe how many upgrades and key features/functionalities and/or technical improvements were developed within the last two years. Provide an outline of the major enhancements and future direction of the System within the next two years.

10. Describe Proposer's best security guidelines and best practices for implementation with the County's environment, as applicable.

11. Provide a detailed description of Proposer's technical support services to include the following:

- Hours of operation
- Technical support available per component
- Service tickets
- Problem classification and response / resolution time (i.e. Critical, High, Medium, Low)

12. Describe and include information on the client operating systems supported by the Solution:

- Mac OS
- Windows
- Android
- Linux
- AIX

13. Provide a detailed description of the training services that is offered as part of the Proposal to the County. Provide recommended number of training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training, training documentation, etc.

14. Describe the Proposer's firm's logical security, including firewall security, authentication controls, and data encryption capabilities.

15. Describe the Proposer's change management, upgrade, and patch management policies and practices, including testing of the patches/upgrades.

16. Describe the Proposer's system administration/management capabilities including, but not limited to, monitoring of performance measures, and error resolution.

17. Provide details of Proposer's testing environment (or sandbox), how it will be implemented and provide Proposer's Final Acceptance procedures.

SYSTEM FUNCTIONALITY

18. Complete Functionality Matrix

19. Complete Interface Specifications Matrix

20. Complete MDC IT Security Matrix

DATA CONVERSION

21. Describe Proposer's data migration methodology, including your firm's approach to extracting, transforming validating, and loading more than 20 years of historical shelter data. Including information regarding techniques used for field-level mapping , methods used to reconcile inconsistent data fields and tools or processes for preserving data integrity.

22. Provide examples of previous large-scale data migration projects involving animal shelter system or similarly complex, multi-modules public sector databases.
23. Describe approach to converting or recreating over 100 customized reports and automated workflows used by ASD, including reporting tied to statutory mandates.
24. Explain how the proposed Solution will ensure performance and scalability when loading and accessing 20+ years of historical data while simultaneously supporting daily intake, medical workflows, outcomes, licensing payments and reporting.

ONLINE PAYMENT PLATFORM

25. Describe the proposed online payment platform's architecture and how it will integrate with the Miami-Dade County existing payment gateway.
26. Explain how the proposed Solution's online payment functionality will support pet license tag renewals and related transactions. Include details on: (a) real-time database integration to eliminate data entry errors and prevent duplicate records; (b) transaction logic to distinguish between new licenses and renewals, apply appropriate transaction codes, and (c) reporting and reconciliation capabilities, including daily transaction summaries, detailed transaction reports.
27. Describe how the proposed online payment portal will comply with the Americans with Disabilities Act (ADA) and recognized web accessibility standards (e.g., WCAG 2.x). In this response, the Proposers are requested to identify: (a) specific accessibility features implemented (such as screen reader compatibility, keyboard navigation, color contrast, and text scaling); (b) how accessibility is tested and validated throughout the development lifecycle; and (c) how ongoing updates to the platform will maintain accessibility compliance for all users, including citizens with disabilities.

EXCEPTION TO TERMS AND CONDITIONS

28. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s). Only those exceptions identified herein will be considered by the County. Exceptions not specifically delineated will not be accepted from any Proposer(s) that may be invited to participate in Negotiations as outlined in Section 4.8 of the Solicitation.

FUNCTIONALITY MATRIX

The Proposer is requested to enter a code in the space provided that best corresponds to the intended response for the requests listed. Comments that further clarify how the functionality is addressed should be included in the Response Comments column.

The acceptable codes are as follows:

“**Y**” – Will be FULLY met (without configuration or modification).

“**C**” – Will be met via configuration (without changing base source code).

“**M**” – Will be met via modification of the base source code.

“**N**” – Will not be met. If an alternative compensating control is being proposed, please provide a detailed explanation. A blank or N/A in any box will be interpreted as an "N".

Mandatory Functionalities		Response Code (Y, C, M, N)	Response Comments
1	Ability to process, monitor, track and report adoption programs		
2	Ability to process, monitor, track and report rescues programs		
3	Ability to process, monitor, track and report transport programs		
4	Ability to process, monitor, track and report trap neuter vaccinate programs		
5	Ability to process, monitor, track and report pet retention programs		
6	Ability to process, monitor, track and report pet volunteer programs		
7	Ability to process, monitor, track and report foster programs?		
8	Ability to process, monitor, track and report event programs?		
9	Ability to process, monitor, track and report lost and found programs		
10	Ability to process, monitor, track and report Spay/Neuter programs		
11	Ability to process, monitor, track and report deferred programs (scheduling/appointments)		
12	Ability to process, monitor, track and report inventory tracking programs (licensing/supplies/animals)		
13	Ability to process, monitor, track and report staff management programs (training and development)		
14	Ability to extract data, history view		
15	Ability of the proposed solution to have a portal for rescue/partner to access the animal medical records		
16	Ability of the proposed solution to have web-access for customers and ASD personnel		
17	Ability to manage documentation (treatment & medication Inventory)		
18	Ability to administer, track, monitor, financial accounting of license tags for community pets		
19	Citation and enforcement module that enables staff to input records, monitor compliance, automatically generate and issue citations, and produce reports identifying overdue vaccinations.		
20	Ability to generate and deliver automated alerts/reminders for both customers and ASD personnel (reminders for veterinary appointments, upcoming and overdue vaccines and etc.)		

Functionality		Response Code (Y, C, M, N)	Response Comments
21	Solution ability to secure document storage and retention (ability for the system to allow authorized users to store, organize and reproduce documentation)		
22	Ability to integrate with the following 3 rd party applications <ul style="list-style-type: none"> • EAMS • iNovah • INFORMS • 311 Interface Hub • EZRA 		
23	Ability to manage program Goals: short term/long term		
24	Solution functionality to manage internal processes <ul style="list-style-type: none"> • Intake • Management of Population • Outcome 		
25	Solution functionality to manage external process for owned animal population: <ul style="list-style-type: none"> • Licensing – Tags • Vaccinations • Medical Records 		
26	Solution functionality to change field names and extra fields to customize the Solution to ASD business process		
27	Ability for the software Solution to be deployed in on-premises or cloud-based environment. Is the software solution compatible with tablets?		
28	Does the Solution offer functionality to record, track, and report intake volume for all animals entering the facility?		
29	Solution functionality to tract the user history within the system		
30	Does the Solution offer capability to capture and process electronic signatures?		
31	Does the Solution includes a web portal that allows users to search for pets based on configurable criteria?		
32	Does the Solution includes a comprehensive veterinary records database that stores, manages and provides access to veterinary records?		
33	Does the Solution offers accounting functionality that supports financial tracking reconciliation and reporting?		
34	Does the Solution have the ability to store the ASD account code and allocation codes for items sold?		
35	Does the Solution have the ability to setup automated reports to be sent via email?		
36	Does the Solution have the ability to send email blast to partners when specific triggers are set within the Solution?		
37	Does Solution have the functionality to provide custom contract agreements for ASD programs?		
38	Does Solution have the functionality to process online pet registration and renewal?		

39	Does Solution have the functionality to update an existing pet registration via online renewal process?		
40	Does Solution have the ability to report user errors based on coded parameters?		
41	Does Solution have the functionality to lock a field to a specific character sequence?		
42	Does Solution have an internal report generator with the ability to create customer reports for the users?		

ASD Interface Specification Matrix

Interface Specification Matrix Response

In order for Animal Services Department (ASD) to understand how the Proposers intends to allow access to the database and to deliver the identified system to system interfaces, the Proposer shall provide appropriate responses to the interfaces identified the matrix below. The Proposer is required to provide a detailed description of the solution for each interface in the column identified as “Detailed Explanation” in the matrix.

Those interfaces that are identified as “System”, the vendor shall complete all required work prior to the Shelter Management Software Go-Live. The interfaces must be fully tested and accepted by both parties upon system acceptance.

Those interface that are identified as “Database”, the vendor must provide ASD with documentation fully describing all database elements and appropriate user access to the database. Access to the database must be granted prior to system acceptance to ensure that internal work that is required can be done prior to Go-Live.

The following code descriptions are the appropriate responses to each interface:

- **“M” – Minimal Development:** The requested interface is currently available and can be completed with minimal development, if any.
- **“S” – Significant Development:** The requested interface will require significant development because it is not a function currently available or will need significant work to interface to the County’s system.
- **“N” – “No”:** Proposer will not provide a solution.
- **“I” – “Information will be Provided”:** Proposer will provide the relevant and pertinent information to supporting internal interfaces.

The Interface Type description:

- **System:** This identifies systems that exchange data through a common interface (ex: API, file transfer, direct database connection, etc)
- **Database:** This identifies a system that gathers data from the proposer’s database. A database user is generally provided with read only access.

3 rd Party Interfaces				
Item #	Interface	Interface Type	Response (M/S/N/I)	Detailed Explanation
1.	iNovah Cashing System - iNovah Cashing System is the county’s payment acceptance system. Currently, it interfaces with ASD’s animal sheltering software (Chameleon) to accept payments for associated services provided by ASD through the Chameleon software. The vendor shall provide a similar interface to send and receive payment data for services rendered in the animal shelter software.	System		
2.	311 Customer Service System - The 311 Customer service system (Salesforce CRM) integrates with the current Shelter management	Database		

3 rd Party Interfaces				
Item #	Interface	Interface Type	Response (M/S/N/I)	Detailed Explanation
	software by accessing data in the vendor provided database. At a minimum, the system looks up owner, pet and tag information.			
3.	PetsZel - PetsZel offers post adoption services and as such, extracts adoption and other relevant information to service adopters. The application gathers the data by having several services on a local server that captures data from the database (time triggered process) and sends the data out to a remote site via http.	Database		
4.	24 Pet Connect - This is similar to the Petzel's process but captures data on pets that are lost & found and those available for adoption. The solution shall allow for the continued capture of data from the provided database.	Database		
Internal Interfaces				
5.	Rabies Dashboard - This application interfaces through the shelter management database and captures relevant data on animals that were found to have rabies. This data is fed to a public facing dashboard. The solution shall allow for the continued capture of data from the provided database.	Database		
6.	Animal Service Dashboard – This dashboard provides ASD with information to aid and monitor the shelter's performance. The solution shall allow for the continued capture of data from the provided database.	Database		
7.	Animal Outcome – The application provides users with the outcome of pets/animals after an intake. This is a public facing application. The vendor shall allow access to the relevant data to ensure the proper functioning of the application.	Database		
8.	Tag and Microchip Lookup – Owners are allowed to view online information regarding their pet's tag and microchip. The vendor shall allow continued access to the tag/microchip and other relevant data for the purpose of displaying to the owners.	Database		
9.	Tag and Vaccine Renewal Notice – Owners are notified of the impending expiration of their pets' tag and/or vaccine. The application captures data such as tag expiration, vaccine expiration, owner name, addresses, etc. The vendor shall allow access to such data but not limited to those listed above.	Database		
10.	Tag and Vaccine Expiration Citation - Owners are cited due the failure to renew their pets' tag and/or	Database		

3rd Party Interfaces

Item #	Interface	Interface Type	Response (M/S/N/I)	Detailed Explanation
	vaccine. The application captures data such as tag expiration, vaccine expiration, owner name, addresses, etc. The vendor shall allow access to such data but not limited to those listed above.			
11.	TDP Data Warehouse – This is a county developed data warehouse that has several processes that captures data from the shelter management database for application and reporting purposes. The data captured here are transactional data. The vendor shall allow the continued capture of all required data.	Database		

ATTACHMENT A - INFORMATION TECHNOLOGY SECURITY MATRIX

VERSION 112024 REV. A

H.R. 5515

In accordance with US House of Representatives H.R. 5515 “National Defense Authorization Act for Fiscal Year 2021” House Bill, the Solution shall not utilize products or services from the manufacturers listed therein. [DOD Releases List of People's Republic of China \(PRC\) Military Companies in Accordance With Section 1260H of the National Defense Authorization Act for Fiscal Year 2021 > U.S. Department of Defense > Releases](#)

Use of Miami-Dade County Data and Systems:

1. **Access Control:** Miami-Dade County (MDC) employees, system users, contractors or those operating on their behalf are prohibited from incorporating or using AI-enabled services in such a way that Miami-Dade County data is uploaded or made available for data mining or usage. Uploading, copying, sharing, or transmitting any sensitive Miami-Dade created or managed data via methods or software not explicitly allowed are prohibited. This includes any PCI, PII, HIPAA, CJIS or other data that is created or managed by or on behalf of Miami-Dade County. Access controls are to be guided by the Miami-Dade County Enterprise Security Policy. The MDC Enterprise Security Policy is available to responsive bidders or upon request approved by the MDC Enterprise Security Office.
2. **Data Protection:** All data processed by Cloud-based or AI-enabled technologies must be protected from unauthorized access, theft, and misuse. Data must be encrypted in transit and at rest, and access controls should be in place to ensure that only authorized users can access the data. Data should be stored securely, and backups must be kept in a secure location. Usage of said data by the Cloud or AI provider must be communicated and agreed to, with consideration to transparency and with human oversight of use and potential abuse or misuse.
3. **Monitoring:** Any Cloud-based or AI-enabled technologies must be monitored for unusual activity or unauthorized access. Logs and alerts should be reviewed regularly, and security analytics should be used to identify potential threats or hallucinations.
4. **Vulnerability Management:** Any Cloud-based or AI-enabled technologies must be regularly assessed for vulnerabilities and weaknesses. Regular vulnerability scans and penetration testing must be conducted, and security assessments must be performed to identify areas of improvement.
5. **Incident Response:** Abuse or misuse to the extent that it endangers the security or privacy of Miami-Dade County citizens, users, data, personnel, or facilities must be reported according to the Miami-Dade County Enterprise Security Office Incident Response Plan.
6. **Training and Awareness:** All employees must receive training on the secure use of any Cloud-based or AI-enabled technologies. This should include best practices for data protection, access controls, and incident response.
7. **Compliance:** Any Cloud-based or AI-enabled technologies must be compliant with relevant laws and regulations, such as GDPR, HIPAA, and CCPA as well as compliant with Miami-Dade County Security Policy and the overall policies and procedures of Miami-Dade County. Regular audits should be conducted to ensure compliance.
8. **Risk Management:** A risk management program should be in place to identify and mitigate risks associated with the use of any Cloud-based or AI-enabled technologies. Risks should be regularly assessed, and appropriate controls should be put in place to mitigate those risks.
9. **Coordinated Vulnerability Disclosure:** Miami-Dade County follows a vulnerability disclosure model in which a vulnerability or an issue is disclosed to the public only after the responsible parties have been allowed sufficient time to patch or remedy the vulnerability or issue.

Instructions

- **Purpose:** This security matrix is designed to assess the security controls implemented by external vendors and contractors.
 - **Instructions:** This form should be completed by someone who is familiar with the proposed system and can answer technical security questions such as a Product Manager, CISO, CTO, CIO. Please save the completed file to include the name of the product and return the completed matrix in a **machine-readable format (e.g., Word or PDF)**.
 - For each functionality listed below, please select the code that best corresponds to your response and enter it in the **'Meet (Y/C/M/N)' column**. Provide detailed explanations or comments in the 'Detailed Explanation' column to clarify how the functionality is addressed. Provide diagrams and additional documentation when you return the completed security matrix.
 - **Response Codes:**
 - **Y – Fully met without configuration or modification.**
 - **C – Met via configuration (without changing base source code).**
 - **M – Met via modification of the base source code.**
 - **N – Not met. If an alternative compensating control is being proposed, please provide a detailed explanation. A blank or "N/A" response will be interpreted as "N".**
-

Vendor Information

- **Vendor Name:**
- **Contact Person:**
- **Title:**
- **Email:**
- **Phone Number:**

Security Matrix

A. Data Classification and Protection

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
1	Type of Data Processed: Indicate all types of data your solution processes. Remove any that do not apply: - PII (Personally Identifiable Information) - PCI (Payment Card Industry) - PHI (Protected Health Information) - Critical Infrastructure - SCADA / ICS / OT - HR (Human Resources) - CJIS (Criminal Justice Information Services) - HIPAA - Financial Records - Other (please specify)			NIST CSF ID.AM-5; ISO 27001 A.8
2	Compliance and Risk Assessments: Has a SOC 2 Type II or other risk assessment been performed within the last 12 months? Please provide the most recent report.			NIST CSF ID.GV-1; SOC 2, ISO 27001

B. Risk Assessments and Compliance

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
3	Compliance Certifications: Does the solution comply with any of the following standards? Please check all that apply and provide supporting documentation. - ISO/IEC 27001 - PCI DSS v4.0.1 - HIPAA - StateRAMP / FedRAMP - Other (please specify)			NIST CSF ID.GV-2; ISO 27001; StateRAMP; FedRAMP, PCI 4.0.1

C. Identity and Access Management

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
4	Unique User Identification: The solution uniquely identifies each user.			NIST CSF PR.AC-1; CIS Control 6.2
5	Integration with Directory Services: The solution integrates with Microsoft Active Directory or Azure Active Directory (EntraID) for user authentication of internal users using protocols such as SAML, OAuth 2.0, or OpenID Connect.			NIST CSF PR.AC-1; CIS Control 6.1
6	Principle of Least Privilege (Operating Systems): The solution can be installed and maintained in accordance with the principle of least privilege for operating systems.			NIST CSF PR.AC-6; CIS Control 4
7	Principle of Least Privilege (Database Systems): The solution can be installed and maintained in accordance with the principle of least privilege for database systems.			NIST CSF PR.AC-6; CIS Control 4
8	Unique Process Identification: The solution uniquely identifies each process (system, service, Managed Service Accounts).			NIST CSF PR.AC-4; CIS Control 4
9	Scheduled Password Rotation: The solution supports scheduled password rotation of process accounts.			NIST CSF PR.AC-5; CIS Control 6.1
10	Disable or Rename Default Accounts: Default system accounts can be			NIST CSF PR.AC-1;

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	disabled or renamed (e.g., administrator/admin, guest).			CIS Control 5
11	Inactive Account Management: Accounts are automatically disabled after a configurable period of inactivity (e.g., 90 days).			NIST CSF PR.AC-4; CIS Control 16.11
12	Password Authentication: The solution utilizes account passwords for authentication and supports passphrase best practices.			NIST CSF PR.AC-1; CIS Control 6
13	Password Complexity Requirements: User password complexity is configurable to allow for a minimum of 14 characters comprised of upper and lower-case letters, numbers, and special characters. System Accounts require complex passwords with a minimum of 25 characters and must be changed every 180 days. Use of Group Managed Service Accounts (gMSA) is strongly recommended.			NIST CSF PR.AC-1; CIS Control 6.3
14	Password Suppression: Passwords are suppressed (not echoed back) when entered by users.			NIST CSF PR.AC-1; CIS Control 6.5
15	Multi-Factor Authentication (MFA): The solution supports MFA for user authentication. Phishing Resistant Authentication is strongly recommended.			NIST CSF PR.AC-7; CIS Control 6.8
16	Encryption of Credentials in Transit: User login credentials are encrypted			NIST CSF PR.DS-2;

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	during transmission with a minimum of AES 256-bit encryption.			CIS Control 3.1
17	Password History and Reuse: The solution supports password history functionality to prevent reuse of a configurable number of prior passwords (minimum of 10).			NIST CSF PR.AC-1; CIS Control 6.4
18	Administrative Password Aging: The solution supports administrative password aging of 30 days.			NIST CSF PR.AC-1; CIS Control 6.3
19	Password Reset Capability: Administrative accounts have the capability of resetting passwords.			NIST CSF PR.AC-1; CIS Control 6
20	Self-Service Password Reset with Challenge Questions: The solution provides user self-service password reset functionality utilizing challenge-response authentication.			NIST CSF PR.AC-1; CIS Control 6.6
21	Challenge Question Security: Self-service challenge responses are comprised of at least 8 questions, with responses stored securely using AES 256-bit encryption.			NIST CSF PR.AC-1; CIS Control 6.6
22	Configurable Login Attempt Limits: The solution supports limiting unsuccessful login attempts to 5 before locking out or disabling the account.			NIST CSF PR.AC-7; CIS Control 16.7
23	Concurrent Session Control: The solution supports limiting concurrent user sessions to 1 by default;			NIST CSF PR.AC-7;

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	administrators can configure the number.			CIS Control 16.9
24	Account Lockout/Disable Capability: Administrators can lock or disable accounts whenever necessary.			NIST CSF PR.AC-4; CIS Control 16.4
25	Pre-Login Banner: The solution can display a customizable pre-login warning banner stating that unauthorized access is prohibited.			NIST CSF PR.PT-2; CIS Control 16.1
26	Role-Based Access Control (RBAC): The solution supports managing users based on group membership and assigning/revoking specific privileges.			NIST CSF PR.AC-4; CIS Control 5
27	User Rights and Privileges Reporting: Tools and reports are available to enumerate user rights, group membership, access permissions, or user profiles.			NIST CSF PR.DS-6; CIS Control 4.4
28	Account Password Encryption in Storage: System Accounts, Passwords, Certificates, Keys, and other secrets are stored hashed and salted using strong cryptographic algorithms (e.g., SHA-256 with salt).			NIST CSF PR.DS-1; CIS Control 14.4

D. Audit Logging and Monitoring

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
29	Audit Logging Capability: The solution captures audit logs of successful and unsuccessful logins, records viewed, printed, added, deleted, or modified, and retains logs for at least 5 years plus current.			NIST CSF DE.AE-3; CIS Control 8
30	Audit Log Details: Logs capture date and time, user account, source IP address, event details, and success or failure of the event.			NIST CSF DE.AE-3; CIS Control 8
31	Audit Mechanism Protection: Administrators cannot disable the audit mechanism.			NIST CSF PR.PT-1; CIS Control 8.8
32	Audit Log Integrity: Audit logs are protected from unauthorized access and alteration (e.g., sent to a SIEM in addition to local storage).			NIST CSF PR.PT-1; CIS Control 8.5
33	Audit Log Tamper Prevention: Users and administrators are prevented from modifying, deleting, or adding log entries.			NIST CSF PR.PT-1; CIS Control 8.5
34	Intrusion Detection and Prevention: The solution is protected using Intrusion Detection and Prevention Systems (IDS/IPS).			NIST CSF DE.CM-1; CIS Control 9
35	Protection Against DDoS Attacks: The solution is protected against Distributed Denial of Service (DDoS) attacks.			NIST CSF PR.DS-5; CIS Control 9

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
36	Security Event Notifications: The solution generates outbound alerts and notifications. Explain the data contained in these messages (e.g., email alerts, automated reports, SNMP v.3 traps).			NIST CSF DE.DP-5; CIS Control 8.7

E. Software and Configuration Management

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
37	Microsoft Enterprise Access Model Compliance: The solution can be installed and maintained according to the Microsoft Enterprise Access Model .			NIST CSF PR.IP-1; CIS Control 4
38	Software Version Control: The solution prevents outdated software versions from accessing the Database Management System (DBMS).			NIST CSF PR.IP-1; CIS Control 2.3
39	Patch Management: The solution is regularly patched with appropriate security patches within specified timeframes: - Critical patches: within 14 days of release - High patches: within 30 days - Medium and Low patches: within 90 days			NIST CSF PR.IP-12; CIS Control 7
40	Vulnerability Management: Regular vulnerability scans are performed (e.g., monthly) using tools like Nessus or Qualys. Reports are shared upon request.			NIST CSF PR.IP-12; CIS Control 7
41	Application Security Testing: Regular application vulnerability scans are conducted using tools like WebInspect, Veracode, or AppScan. Dynamic and Static Application scans are preferred.			NIST CSF PR.IP-12; CIS Control 18

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
42	Change Control Processes: Application vulnerability scanning (e.g., PCI DSS, OWASP Top 10) is performed prior to production migration of changes. Medium, High, and Critical vulnerabilities are remediated before migration. Reports are shared upon request.			NIST CSF PR.IP-3; CIS Control 6.1

F. Data Encryption and Transmission

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
43	Data Encryption in Transit: Sensitive data is encrypted during transmission over the network using a minimum of TLS 1.2 with AES 256-bit encryption.			NIST CSF PR.DS-2; CIS Control 3.11
44	Data Encryption at Rest: Sensitive information is encrypted while in storage using a minimum of AES 256-bit encryption.			NIST CSF PR.DS-1; CIS Control 14
45	Encryption over External Networks: Sensitive information is encrypted for transmission over external networks using a minimum of AES 256-bit encryption.			NIST CSF PR.DS-2; CIS Control 3.11

G. Cloud Hosting and Infrastructure Security

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
46	Data Center Compliance: If cloud-hosted, the solution is hosted in an audited data center complying with ISO/IEC 27001, SOC 2 Type II, StateRAMP, or FedRAMP standards. Provide the latest audit report.			NIST CSF PR.AC-5; StateRAMP; FedRAMP
47	Employee Access Controls: Controls prohibit hosting employees or third-party personnel from accessing, viewing, or modifying customer confidential data. Describe controls used, including encryption and key storage mechanisms.			NIST CSF PR.AC-5; CIS Control 14

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
48	High Availability and Failover: The solution is highly available with active-active or active-passive failover between geographically diverse data centers.			NIST CSF PR.DS-4; CIS Control 12
49	Data Residency: System and data are physically located within the Continental United States.			NIST CSF PR.DS-5
50	Network Accessibility: System is accessible from the County's network and proxy infrastructure.			NIST CSF PR.AC-3
51	Session Encryption: All sessions are encrypted from initiation to termination using validated encryption ciphers (TLS 1.2 or higher).			NIST CSF PR.DS-2; CIS Control 3.11
52	Regular Vulnerability Scanning: Monthly vulnerability scans are performed using tools like Nessus, Tenable, or Qualys. Reports will be shared with the County if requested.			NIST CSF PR.IP-12; CIS Control 7
53	API Security: APIs use API key security (X-API-Key) or demonstrate alternate security controls.			NIST CSF PR.AC-1; CIS Control 14.8

H. Software Integrity and Secure Development

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
54	Prevent Changes to Records: Users, developers, DBAs, or administrators cannot alter posted,			NIST CSF PR.IP-4; CIS Control 5

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	completed, or closed transaction records.			
55	Rollback Processes: Rollback processes are incorporated into the database for all critical transactions.			NIST CSF PR.IP-4; CIS Control 10.5
56	Outdated Software Access Prevention: The solution prevents outdated software versions from accessing the DBMS.			NIST CSF PR.IP-1; CIS Control 2.3

I. Artificial Intelligence (AI) and Machine Learning (ML) Controls

- **Note: This section addresses security controls specific to systems utilizing Artificial Intelligence (AI) and Machine Learning (ML). These controls ensure the trustworthy, secure, and ethical use of AI/ML technologies. Please refer to NIST.AI.600-1.pdf for detailed guidance.**

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
57	AI Governance and Oversight: The organization has established governance structures and policies for AI/ML system development and deployment, including defined roles and responsibilities.			NIST.AI.600-1.pdf; NIST AI RMF GOV
58	AI Risk Management Framework Application: The organization applies a risk management framework specific to AI/ML systems to identify, assess, and mitigate risks throughout the AI lifecycle.			NIST.AI.600-1.pdf; NIST AI RMF MAP
59	Data Quality and Integrity for AI/ML: Data used for training and testing AI/ML models is assessed for quality, relevance, and potential biases. Processes ensure data integrity and accuracy.			NIST.AI.600-1.pdf; NIST AI RMF MEASURE
60	Model Transparency and Explainability: AI/ML models are designed to be interpretable, with mechanisms to explain model decisions to stakeholders as appropriate.			NIST.AI.600-1.pdf; NIST AI RMF MANAGE
61	Security of AI/ML Systems: The AI/ML systems are protected against adversarial attacks (e.g., data poisoning, model inversion). Security controls safeguard AI assets and processes.			NIST.AI.600-1.pdf; NIST AI RMF SECURE

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
62	Privacy Protection in AI/ML: Measures protect personal and sensitive information used in AI/ML systems, including compliance with data protection regulations and techniques like differential privacy.			NIST.AI.600-1.pdf; NIST AI RMF PROTECT
63	Fairness and Bias Mitigation: The organization identifies and mitigates biases in AI/ML models to promote fairness and prevent discrimination against any group.			NIST.AI.600-1.pdf; NIST AI RMF MEASURE
64	Monitoring and Maintenance of AI/ML Systems: Continuous monitoring detects performance degradation, biases, or security incidents in AI/ML systems, with processes for model updates.			NIST.AI.600-1.pdf; NIST AI RMF MANAGE
65	Ethical Considerations and Compliance: The organization adheres to ethical guidelines and legal requirements related to AI/ML, including transparency and accountability.			NIST.AI.600-1.pdf; NIST AI RMF GOV
66	Third-Party AI Components Management: If using third-party AI/ML components or services, the organization ensures they meet the same security and ethical standards, including due diligence.			NIST.AI.600-1.pdf; NIST AI RMF GOV
67	Incident Response for AI/ML Systems: The organization has incident response plans that include scenarios specific to AI/ML systems, such as model failures or adversarial attacks.			NIST.AI.600-1.pdf; NIST AI RMF RESPOND

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
68	Documentation and Reporting of AI/ML Models: Comprehensive documentation of AI/ML models, including design decisions, training data, and testing results, is maintained and available for review.			NIST.AI.600-1.pdf; NIST AI RMF GOV

J. Software Bill of Materials (SBOM)

- **AGPL POLICY WARNING:** Code licensed under the GNU Affero General Public License (AGPL) **MUST NOT** be used at Miami-Dade County.

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
69	SBOM Creation and Maintenance: An SBOM must be created and maintained for all software projects, listing all third-party libraries and their associated metadata.			NIST SP 800-161; CIS Control 2.3
70	SBOM Submission Formats: SBOMs must be submitted in CycloneDX or SPDX formats. If these formats are unavailable, a fillable form template must be used to capture the required information. At a minimum, the following details must be documented for each third-party library: Software Component or Library Name, Author, Version, Last Updated Date, Website, and License.			NIST SP 800-161; CIS Control 2.3
71	Regular SBOM Updates and Reviews: The SBOM must be updated and reviewed regularly to ensure accuracy and completeness.			NIST SP 800-161; CIS Control 2.3
72	Licensing Compliance Review: A licensing compliance review must be conducted, and the results must be signed by the developer's management before any third-party library is used in production.			NIST CSF ID.SC-3; ISO 27001 A.18.1.3

General Comments

- Please provide any additional information or clarifications below:

Notes:

- **Applicability of Sections:** Ensure you complete all sections relevant to your solution, including the new Software Bill of Materials (SBOM) section.
- **AGPL Policy Compliance:** Under no circumstances should code licensed under the **GNU Affero General Public License (AGPL)** be used in solutions provided to Miami-Dade County.
- **Compensating Controls:** For any "N" responses, please provide detailed explanations of compensating controls or alternative solutions in the 'Detailed Explanation' column.
- **Evidence and Documentation:** Please provide supporting documents where applicable, such as SBOM files, policy documents, certificates, audit reports, or AI/ML governance frameworks.
- **Priority Levels:** Some functionalities may be marked as High Priority. These are critical requirements that must be met for compliance.
- **Data Protection Regulations:** Ensure compliance with relevant data protection laws such as GDPR, CCPA, or other applicable regulations.
- **Ethical AI Practices:** Adherence to ethical guidelines in AI development and deployment is crucial for maintaining trust and compliance.
- **SBOM Importance:** Maintaining an accurate and up-to-date SBOM is essential for supply chain security and vulnerability management.

Glossary of Terms and Acronyms

- **2FA:** Two-Factor Authentication
- **ADFS:** Active Directory Federation Services
- **AES:** Advanced Encryption Standard
- **AGPL:** GNU Affero General Public License
- **AI:** Artificial Intelligence
- **AI RMF:** Artificial Intelligence Risk Management Framework
- **API:** Application Programming Interface
- **CJIS:** Criminal Justice Information Services
- **CIS Controls:** Center for Internet Security Controls
- **CISO:** Chief Information Security Officer
- **CycloneDX:** A software bill of materials (SBOM) standard designed for use in application security contexts and supply chain component analysis
- **DDoS:** Distributed Denial of Service
- **DBA:** Database Administrator
- **DBMS:** Database Management System
- **EDR:** Endpoint Detection and Response
- **EOL:** End of Life
- **FedRAMP:** Federal Risk and Authorization Management Program
- **FIDO2:** Fast IDentity Online 2, an authentication standard that enables phishing-resistant authentication methods
- **FIM:** Federated Identity Management
- **gMSA:** Group Managed Service Accounts
- **Group Managed Service Accounts (gMSA):** A feature in Microsoft Windows Server that provides automatic password management and simplified Service Principal Name (SPN) management for service accounts running on multiple servers. gMSAs allow services to share a common identity across multiple servers or instances, enhancing security and ease of management.
- **HIPAA:** Health Insurance Portability and Accountability Act
- **HR:** Human Resources
- **IDS/IPS:** Intrusion Detection System/Intrusion Prevention System
- **ISO/IEC 27001:** International Organization for Standardization/International Electrotechnical Commission 27001
- **MFA:** Multi-Factor Authentication
- **ML:** Machine Learning
- **NIST:** National Institute of Standards and Technology
- **NIST CSF:** NIST Cybersecurity Framework
- **OWASP:** Open Web Application Security Project
- **PCI DSS:** Payment Card Industry Data Security Standard.
- **PHI:** Protected Health Information
- **PII:** Personally Identifiable Information
- **Phishing Resistant Authentication:** Authentication methods designed to prevent phishing attacks by eliminating reliance on shared secrets (like passwords) that can be stolen or intercepted. This typically

involves using cryptographic authentication techniques, such as hardware security keys compliant with FIDO2/WebAuthn standards, certificate-based authentication, or biometric factors.

- **RBAC:** Role-Based Access Control
- **RDBMS:** Relational Database Management System
- **SAML:** Security Assertion Markup Language
- **SBOM:** Software Bill of Materials
- **SIEM:** Security Information and Event Management
- **SHA:** Secure Hash Algorithm SHA-256 or better is required.
- **SNMP:** Simple Network Management Protocol. SNMP v.3 or better is required.
- **SOC 2:** System and Organization Controls 2
- **SOX:** Sarbanes-Oxley Act
- **SPDX:** Software Package Data Exchange, an open standard for communicating software bill of material information
- **SSAE 16:** Statement on Standards for Attestation Engagements No. 16
- **SSO:** Single Sign-On
- **StateRAMP:** State Risk and Authorization Management Program
- **TLS:** Transport Layer Security

References

- **NIST SP 800-161:** *Supply Chain Risk Management Practices for Federal Information Systems and Organizations*
 - Provides guidance on identifying, assessing, and mitigating risks throughout the supply chain at all levels of the organization.
 - [Link to NIST SP 800-161](#)
- **CIS Controls v8:** Center for Internet Security Critical Security Controls Version 8
 - Control 2.3: Addressing software inventory and control.
- **ISO/IEC 27001 A.18.1.3:** Protection of records
 - Ensures records are protected from loss, destruction, falsification, and unauthorized access or release.
- **NIST.AI.600-1.pdf:** NIST Artificial Intelligence Risk Management Framework (AI RMF 1.0)
 - Provides guidelines for managing risks associated with AI systems to promote trustworthy and responsible AI.
 - [Link to NIST AI RMF 1.0](#)

Submission Guidelines

- **Deadline for Submission:** [Insert Deadline]
 - **Preferred Format:** Please return the completed matrix in a **machine-readable format (e.g., Word or PDF)**.
 - **Contact for Queries:** [Insert Contact Name and Email]
 - **Confidentiality Assurance:** Your responses will be treated confidentially and used solely for the purpose of assessing the security controls for the proposed system.
-

Vendor Declaration

- I hereby attest that the information provided in this security matrix is accurate and complete to the best of my knowledge.
 - **Authorized Signature:**
 - **Name:**
 - **Title:**
 - **Date:**
-

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

Shelter Management Software Solution
Contract No. EVN000022869

THIS AGREEMENT for the provision of Shelter Management Software Solution, made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Shelter Management Software Solution, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal No.EVN00022869 (the "RFP") and all associated addenda and attachments which is incorporated herein by reference, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated _____ (the "Contractor's Proposal") which is incorporated herein by reference; and

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services (Appendix A), (iii) Price Schedule (Appendix B), (iv) all other appendices and attachments hereto, (v) all amendments issued hereto, (vi) the RFP and all associated addenda and attachments and (vii) Contractor's Proposal.
- c) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- d) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean 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.
- h) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
- i) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

- j) The words Payment Card Industry Data Security Standard (PCI DSS) to mean a set of security standards designed to ensure that ALL companies/business entities/government agencies that accept, process, store or transmit credit card information maintain a secure environment.
- k) The words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- l) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- m) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- n) The words "Service" or "Services" to mean the provision of Shelter Management Software Solution services in accordance with the Scope of Services.
- o) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- p) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these Articles, 2) Scope of Services (Appendix A), 3) Price Schedule (Appendix B), 4) all other appendices and attachments hereto, 5) the RFP and any associated addenda and attachments thereof, and 7) 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 terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) 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 the 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 Work 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 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 necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement 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 identified on the first page of this Agreement, and shall continue through the last day of the sixtieth month, thereafter. The County, at its sole discretion, may renew this Contract for an additional one five-year option to renew term. The County may extend this Contract for up to an additional 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 (the "Board").

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: (i) Registered or Certified Mail, with return receipt requested; (ii) courier service personally; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager: Michael Leiva
Miami-Dade County Animal Services Department
Attention: Michael Leiva
Address: 3599 NW 79 Avenue, Doral, FL, 33122
Phone: 305-418-7171
E-mail: Michael.Leiva@miamidade.gov

and

- b) to the Contract Manager:
Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300

Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Contractor Name
Attention:
Address:
Phone:
E-mail:

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. 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 Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as it pertains to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. 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 (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or 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 and 2-8.1.1.2 of the Code. All payments due from the County or 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 Trust.

In accordance with Miami-Dade County Implementing Order No. 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 electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Animal Services Department
3599 NW 79 Avenue, Doral, FL, 33122
Attention: Michael Leiva

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, defend 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 Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

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

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

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member 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 NW 1st Street
Suite 2340
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 certificate of insurance 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 certificate 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 of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/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 Work 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 Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work 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 all claims, suits, actions, damages, and costs (including attorneys' 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 always agrees that it will employ, maintain, and assign to the performance of the Work 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 of 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 Work described herein, in a competent and

professional manner.

- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work 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 performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the 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 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 the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (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 regarding 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.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

Pursuant to Section 2-481 of the Code, 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 within five (5) business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs 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. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 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) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in ARTICLE 24) and fails to cure said Event of Default (as delineated below in ARTICLE 25), or (ii) Contractor attempts to meet its contractual obligations to the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under ARTICLE 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- 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
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- 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.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services 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; or
 - viii. the Contractor fails to comply with ARTICLE 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work 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 Work 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 and/or material breach 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 Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "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 Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, 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.

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

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 for 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) 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 the public records laws of the State of Florida (the "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 (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its 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 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 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. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) **Supplier/Vendor Registration**
The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. 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**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

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

- b) **Conflict of Interest and Code of Ethics**
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a 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 obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, 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 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 No. 3-20, the County has the right to retain the services of an Independent Private

Sector Inspector General (the "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, 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 of one percent (0.25%) 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 of one percent (0.25%) 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 Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 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 of one percent (0.25%) 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 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 is empowered to retain the services of IPSIGs 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 from and with 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. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of 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) Miami-Dade County Small Business Enterprises Development Participation Provisions.

- b) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- c) The Davis-Bacon Act, as amended (40 U.S.C. § 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- f) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- g) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- h) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- i) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- j) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Any other laws prohibiting wage rate discrimination based on sex.
- o) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. [R-1072-17](#), by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "i" through "n" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) 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 unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income.

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, Deliverables 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 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 regarding 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 Work 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 Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may 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 in Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the 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 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. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 41. FORCE MAJEURE

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

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

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, 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 Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF 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 CSSF. 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 CSSF 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 First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 44. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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

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

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

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

ARTICLE 45. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS

The Contractor shall adhere to Payment Card Industry (PCI) Data Security requirements. Contractor is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Contractor shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

ARTICLE 46. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE

The Contractor shall comply with the Payment Card Industry Data Security Standards in effect throughout the term of this agreement. If at any time any of the components, including but not limited to the Contractor's system, equipment, hardware, software, or policies, becomes non-PCI compliant, the Contractor is responsible for all costs related to upgrading the system so that PCI compliance is maintained throughout the term of the agreement.

- a. The Contractor confirms its knowledge of and commitment to comply by providing the following proof that the Contractor's devices/applications/processes meet current, published, PCI compliance requirements:
 1. The Contractor's current annual PCI Compliance certification, if applicable. The County has right to audit Contractor compliance by requesting copies of the Contractor's PCI compliance certifications at any time.

2. During an installation or a major system upgrade, the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across MDC/s systems and networks, the internet, and the processor network.
- b. Provide Security Matrix for new systems (see *Information Technology Security Matrix*). The Contractor shall resubmit the aforementioned passing, updated, completed, and signed PCI compliance documents annually to the County. Furthermore, the Contractor shall update its solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c. Contractor with third-party payment solutions shall provide the following upon County Department request in accordance with PCI requirement 12.9.2:
 1. PCI DSS compliance status information for any service the third-party Contractor performs on behalf of the department (PCI Req# 12.8.4).
 2. Documentation indicating which PCI DSS requirements are the responsibility of the Contractor, and which are the responsibility of the County Department, including any shared responsibilities (PCI Req# 12.8.5).
- d. Sensitive Authentication data and Primary Account number shall not be stored by the Contractor's application at any point, even if masked. Any other Card holder data should not be stored by the Contractor's application unless it is absolutely needed for County's operations.
- e. POS (Point of Sale) must be routed directly to Miami-Dade County's merchant provider and must be Europay, Mastercard and Visa (EMV) compliant. All POS devices must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, Apple Pay, or Samsung Wallet.
- f. For payment processing applications, proof of validation must be countersigned by the PCI Council. Documentation to be submitted is as follows:
 1. AOC for the application - Attestation of Compliance
 2. Most current AOV – Attestation of Validation (when applicable)
- g. Cashiering Application systems that utilize MDC network for payment processing must be a validated PCI Point-to-Point Encryption (P2PE) solution and transactions routed through our approved County merchant processor. The County's approved P2PE solution is Elavon's PCI Safe T P2PE Link Protect services. Confirmation of validated P2PE solution shall be provided as found on the PCI Council's P2PE Solutions website.
https://listings.pcisecuritystandards.org/assessors_and_solutions/point_to_point_encryption_solutions?agree=true
Prior to production going live, the P2PE Instruction Manual shall be provided as found on PCI website.
https://www.pcisecuritystandards.org/documents/P2PE_v3.0_PIM_Template.docx?agreement=true&time=1645920000555.
- h. Internet transactions and all other applications must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card).
- i. Exceptions to any of these requirements shall require written justification by the Department Director **prior to** purchase of software/hardware, including a cost/benefit analysis, and require written approval by both the Miami Dade County Finance Director.
- j. Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting / processing PIN numbers for security reasons. Miami-Dade County provides two basic services that allow the Contractor's application to interact with its Payment Gateways:
 1. Web-based Credit Card Transaction Service
 2. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service WSDL and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are three different ways that a merchant customer can handle the Credit Card transaction processing:

a. Option #1:

The Contractor's application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund, and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the Contractor's application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from the Contractor, it will offer the greatest flexibility and customization level. This option also requires for the Contractor's application to be hosted on a server inside the County's managed network, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside of the County's Managed network, Miami-Dade County can develop a Payment Module Application (option #2) that will service the Contractor's application.

b. Option #2:

The Contractor's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the Contractor's application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the Contractor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the Contractor's side. The Contractor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; SSL protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the Contractor's application. This solution will not require the Contractor's application to be hosted in the County's managed network. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the Contractor's side.

c. Option #3:

If the Contractor's solution cannot interface directly with Miami-Dade County's Payment Gateway, provided the solution is compliant with the current version of the PCI Data Security Standards (PCI DSS 4.0.1 or later), the Contractor must provide independent validation of its compliance, including but not limited to attestation of compliance, vulnerability assessments, and penetration testing results from a qualified security assessor (QSA) for review and approval. This evidence must demonstrate that the Contractor's solution meets all relevant PCI DSS requirements for secure cardholder data environments (CDEs) and maintains appropriate security controls and monitoring mechanisms.

For approval, the Contractor must submit a detailed technical architecture, including data flow diagrams showing all interactions with Miami-Dade County systems and a comprehensive description of the security measures in place to protect cardholder data by the Contractor and any sub-contractors included in the process. This documentation will be reviewed by the Miami-Dade County PCI Committee, which must approve the solution before submitting for County Senior Management's final authorization along with a memorandum and cost benefit analysis from the County Department requesting this solution.

This option requires the Contractor to ensure the secure transmission and storage of cardholder data in accordance with PCI DSS requirements and is an alternative for solutions that must operate independently of the County's managed network. As part of the approval process, the Contractor (and sub-contractors) must agree to periodic compliance audits and to provide ongoing assurance of PCI DSS adherence.

ARTICLE 47. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- (a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- (b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,
- (c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Public Law 115-232](#), as that list may be amended from time.

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

ARTICLE 48. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

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

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

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

ARTICLE 49. 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.

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

Signature _____
Corporate Officer/Partner/Owner
or other authorized representative

Signature _____
for

Print Name _____

Print Name Daniella Levine Cava

Title _____

Title Mayor

Date _____

Date _____

Attest

Attest

Corporate Officer (different than above) or
Witness (only if Corporate Officer/Partner/Owner signed
above)

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title Deputy Clerk

Date _____

Date _____

Approved as to form and legal sufficiency

Signature _____

Print Name _____

Title Assistant County Attorney

Date _____