

Memorandum



Date: October 3, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Agenda Item No. 8(P)(5)

Subject: Recommendation for Approval to Award: Police Workforce Management System

Summary

This item is for award of a contract for the purchase of a Police Workforce Management System (WFMS) for the Information Technology Department (ITD) on behalf of the Miami-Dade Police Department (MDPD). The contract will provide for the implementation of a state-of-the-art commercial off-the-shelf comprehensive MDPD WFMS to address key functional areas including, but not limited to, officer profiling, performance assessments and disciplinary history, policing activity, internal affairs activity, use of force incidents, and officer training of approximately 3,000 sworn officers and 1,500 civilian staff. Approval of this item will allow MDPD greater accountability and transparency by modernizing the way in which the aforementioned information and human resource data for MDPD personnel is captured, stored, accessed, and disseminated. The contract will be managed by ITD, along with a coordinated effort from MDPD, to provide implementation, integration, data conversion, configurations, training, and technical support services.

By implementing a WFMS, MDPD will gain increased visibility of an officer's performance in one centralized location. It will also allow MDPD the opportunity to be more proactive than reactive when addressing police misconduct allegations and performance issues. In addition, it will give MDPD the ability to effectively manage officer schedules to mitigate officers being over-worked and fatigued, as well as effectively scheduling the deployment of officers during natural disasters and emergencies. The WFMS will track MDPD human resource related items including, but not limited to, training, performance evaluations, and health and wellness.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. 01844, Police Workforce Management System*, to Benchmark Solutions, LLC dba Benchmark Analytics (Benchmark Analytics) for MDPD in the amount of \$9,075,509 for an initial five-year term with two, five-year option to renew terms. There is no current or previous contract for a WFMS for MDPD.

Background

A Request for Proposals (RFP) was issued under full and open competition on January 31, 2022. On the closing date of April 7, 2022, the County received three proposals. All proposers were assessed for responsiveness, and initially the proposal from CherryRoad Technologies, Inc. (CherryRoad) was submitted to the County Attorney's Office (CAO) on May 7, 2022, for a responsiveness determination. On June 3, 2022, the CAO issued a finding deeming CherryRoad non-responsive. Subsequently, upon further review of the remaining two proposals, Executive Information Systems, LLC was also submitted for a responsiveness determination. On August 24, 2022, the CAO issued a second opinion replacing and superseding the June 3, 2022, opinion, which still deemed CherryRoad non-responsive and also deemed Executive Information Systems, LLC responsive. Copies of the CAO's opinions are attached.

Once the Competitive Selection Committee had reviewed the proposals, evaluation meetings were held in November 2022 and February 2023, followed by oral presentations by two vendors, and subsequent final scoring in March 2023. Negotiations with the top ranked proposer, Benchmark Analytics, commenced in May 2023 and concluded in June 2023. Through negotiations, staff was able to finalize

a comprehensive functional scope and achieve an appropriate pricing structure to ensure the best value to the County. Benchmark Analytics has the necessary experience, capabilities, and qualifications to successfully provide and implement the WFMS. For a project of this scope and size, the proposed plan offered by Benchmark Analytics includes appropriate functionality and structure that will meet the operational goals and requirements of MDPD.

Through the RFP, ITD in conjunction with MDPD, sought a state-of-the art integrated WFMS that will capture and correlate previously unrelated law enforcement incident and MDPD officer human resource related data using advanced analytics. Implementation of a new WFMS is intended to streamline and transform the way police activity (e.g., 911 calls for service, incident reporting, arrests, etc.) and MDPD human resource information is linked and used for preemptive, managerial decision-making.

MDPD's workforce management needs are currently fulfilled by a range of disparate law enforcement applications. The WFMS is anticipated to replace a subset of these applications and interface with other departmental related systems to provide MDPD with a cohesive and timely view of its work force's capabilities, with the aim of maximizing the efficiency and integrity of its police force and thereby minimize its risk and exposure to rising police liability costs. Some of the systems expected to be replaced by the WFMS include the current legacy Administrative Investigative Management System (AIMS), and two legacy Training Bureau applications/databases. The current Training Bureau legacy databases are outdated and cause significant increased workload and data redundancy due to double entry of information required in each system.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$2,260,342. Should the County choose to exercise, at its sole discretion, the two, five-year options to renew, the estimated cumulative value will be \$9,075,509.

Department	Allocation	Funding Source	Contract Manager
ITD	\$9,075,509	Internal Service Funds	Filip Adamowicz
Total:	\$9,075,509		

*It should be noted that contracts contain termination for convenience provisions, which can be exercised if the commodities and services in this item are affected by the establishment of the constitutional offices. Additionally, the contract includes provision for assignment of the resultant contract to the constitutional office.

Track Record/Monitor

Angela Mathews-Tranumn of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation, renewal, or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

A Request for Proposals (RFP) was issued under full and open competition. Three proposals were received in response to the solicitation.

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Benchmark Solutions, LLC dba Benchmark Analytics	1801 W Warner Avenue Suite 301 Chicago, IL	None	0 0%	Ron Huberman

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Executive Information Systems, LLC	No	Evaluation Scores/Ranking
CherryRoad Technologies, Inc.	No	Deemed non-responsive by the County Attorney's Office (opinion attached)

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program applies where permitted by funding source.
- The Small Business Enterprise Selection Factor and Local Preference were applicable.
- The Living Wage Ordinance does not apply.

Attachment

Carladenise Edwards
 Chief Administrative Officer

Memorandum



Date: August 24, 2022

To: Brandon Nealey
Procurement Contracting Officer
Miami-Dade Internal Services Department

From: Michael B. Valdes
Assistant County Attorney

Subject: Responsiveness Determination for RFP No. 01844 – Police Workforce Management System

This Responsiveness Opinion replaces and supersedes the prior responsiveness opinion that was issued for this solicitation on June 3, 2022. That original opinion from June 3rd dealt exclusively with the proposal by CherryRoad Technologies, Inc. Notably, all of the conclusions in that prior opinion remain unchanged. However, staff has advised that they have identified an additional issue relating to a different proposer—Executive Information Systems, LLC—that also requires a responsiveness determination.

I. CherryRoad Technologies, Inc.

On April 7, 2022, the Internal Services Department received three proposals for RFP No. 01844 (Police Workforce Management System) (hereinafter “Solicitation”). You have asked this office if the proposal from CherryRoad Technologies Inc. (“Cherry Road”) is non-responsive.

We rely on the information provided in your e-mails regarding this subject, conversations regarding this Solicitation, the terms of the Solicitation itself, and Proposers’ submissions.

The purpose of the Solicitation is to obtain proposals for a state-of-the-art, commercial-off-the-shelf (COTS), comprehensive WFMS Solution which addresses key functional areas including but not limited to: officer profiling, performance assessments, policing activity, internal affairs activity, use of force incidents, and officer training. Under the Solicitation, the County advised Proposers that it anticipated awarding a Contract for a five (5) year period with two (2) five (5) year option-to-renew periods and, as a result, asked all Proposers to submit proposed pricing for both the initial term and both option-to-renew periods. Specifically, the pricing schedule for the option-to-renew periods stated, “The Proposer shall state its price for providing all OTR periods and related services as provided for in the table below. Unless otherwise negotiated by County and Proposer, ***these rates will remain in effect for the duration of any contract issued as a result of this RFP.***” In addition, the Solicitation advised Proposers that: “Any Proposer that is invited to participate in the negotiation process as outlined in Section 4.8 of the RFP **shall not** be permitted to increase the amount proposed during the negotiation process, except in accordance with any assumptions outlined in this Form 1.” Thus, Proposers were required to provide pricing for the option-to-renew periods, required to keep the pricing for those terms fixed for the duration of the contract, and would not be able to increase that pricing during any negotiation process. Notwithstanding these

requirements, one proposer—Cherry Road—failed to provide any pricing information for the two option-to-renew periods and instead indicated that pricing for such periods would be “To Be Determined (TBD).”

In short, Cherry Road’s failure to submit any pricing information for the option-to-renew periods renders its proposal nonresponse. As a general matter, the failure to include a price for a line item in a solicitation is such a material deviation that is not waivable. *See Matter of: New Shawmut Timber Co.*, B-286881, 2001 CPD P 42, 2001 WL 185214, *1 (Comp. Gen. Feb. 26, 2001) (“The failure to include a price for a line item evidences a bidder’s intent not to be bound or obligated to perform that element of the requirement, and thus generally renders the bid nonresponsive.”); *Matter of: KW Control Sys., Inc.*, B-246963, 91-2 CPD P 543, 1991 WL 280101 (Comp. Gen. Dec. 13, 1991) (“A bid must be rejected as nonresponsive if it is not clear from the face of the bid what the government’s total payment obligation would be upon acceptance.”) In this Solicitation, potential proposers were required to provide pricing information and informed that such pricing information would be used as part of the evaluation process. Specifically, Price Criteria represented 20% of the total points in the evaluation processes.

By not providing pricing information for each of the option-to-renew periods, Cherry Road has provided the County with nothing to review and thereby prevented the County from being assured that the proposer “has unequivocally offered to perform, without exception, ‘the exact thing called for in a solicitation so that acceptance of the bid will bind the contractor to perform in accordance with all of the [solicitation’s] material terms and conditions.’” *Monument Realty LLC v. Washington Metro. Area Transit Auth.*, 535 F. Supp. 2d 60, 74 (D.D.C. 2008). Accordingly, Cherry Road’s proposal is nonresponsive.

II. Executive Information Systems, LLC

You have also asked this office if the proposal from Executive Information Systems, LLC (“EIS”) is non-responsive.

Under the terms of this Solicitation, all proposers were required to (a) acknowledge and agree that all materials submitted in their proposal may be considered to be public records and (b) expressly waive all claims made that the proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorize the County to release such information to the public for any reason.

Specifically, the Solicitation contains a Waiver with the following language:

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

By submitting a proposal pursuant to this solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this solicitation which the Proposer considers to be a trade secret, proprietary or confidential. In the event that the proposal contains a claim that all or a portion of the proposal submitted contains confidential, proprietary or trade secret information, the Proposer, **by signing below**, knowingly and expressly **waives** all claims made that the proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Notwithstanding this requirement, EIS included the following statement on page 31 of its proposal: “*This proposal is the confidential and proprietary property of SAS Institute Inc. It may contain approaches, techniques, and other information proprietary to SAS, and shall not be disclosed in whole or in part to third parties without the prior written consent of SAS.*” However, the Solicitation included a waiver whereby all proposers “knowingly and expressly waive[d] all claims that their proposal, or any part thereof **no matter how indicated**, is confidential, proprietary or a trade secret.” And proposers would demonstrate their assent to this waiver by signing an “Acknowledgment of Waiver” just below the quoted language above. In this case, EIS signed the waiver and did not indicate elsewhere on their proposal that they took exception to this provision. Accordingly, any indication that information in their proposal is proprietary or confidential is waived and does not create a responsiveness issue.

/s/ Michael B. Valdes


Michael B. Valdes



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 3, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(5)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(5)
10-3-23

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01844 TO BENCHMARK SOLUTIONS, LLC DBA BENCHMARK ANALYTICS FOR THE PURCHASE OF A POLICE WORKFORCE MANAGEMENT SYSTEM FOR THE INFORMATION TECHNOLOGY DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$9,075,509.00 FOR THE INITIAL FIVE-YEAR TERM, AND TWO, FIVE-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY RENEWAL, CANCELLATION, OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves award of Contract No. RFP-01844 to Benchmark Solutions, LLC dba Benchmark Analytics, in substantially the form attached and made a part hereof, for the purchase of a Police Workforce Management System for the Information Technology Department in a total amount not to exceed \$9,075,509.00 for the initial five-year term and two, five-year options to renew.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any renewal, cancellation, or extension provisions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

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

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Michael B. Valdes

Police Work Force Management System
Contract No. RFP-01844

THIS AGREEMENT for the provision of Police Workforce Management System, made and entered into as of this _____ day of _____ by and between Benchmark Solutions, LLC dba Benchmark Analytics, a corporation organized and existing under the laws of the State of Illinois, having its principal office at 1801 W Warner Ave Suite 301, Chicago, IL 60613 (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 a Police Work Force Management System, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. 01844 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated April 7, 2022 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such Police Work Force Management System 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:

- 1.1 The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- 1.2 The word "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all addenda issued hereto, and Contractor's Proposal.
- 1.3 The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- 1.4 The word "Contractor" to mean Benchmark Solutions, LLC dba Benchmark Analytics and its permitted successors.
- 1.5 The words "Criminal Justice Information Services" to mean the policy that represents the shared responsibility for the lawful use and appropriate protection of criminal justice information.
- 1.6 The word "Days" to mean calendar days.
- 1.7 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.
- 1.8 The words "Developed Works" to mean all rights, title, and interest in and to certain non-source code inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractor(s) specifically for the County, provided that nothing in this definition shall be deemed to create an ownership interest for the County in any underlying source code, processes and information related to the Services rendered under this Agreement..
- 1.9 The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the Solution which are furnished by the Contractor to the County in connection with the Software.

- 1.10 The words "Final Acceptance" to mean the County's written approval, upon successful completion of the Reliability Period, stating that all components of the Scope of Services have been performed and the Solution functionality is fully operable and in conformance with the Scope of Services of this Agreement.
- 1.11 The words "Implementation Timeline" to mean the estimated time for task execution.
- 1.12 The words "Licensed Software" or "Software" to mean the software component(s) provided pursuant to the Contract.
- 1.13 The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- 1.14 The words "Reliability Period" to mean the specified time that proposed Solution will perform its intended function adequately
- 1.15 The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- 1.16 The words "Service" or "Services" to mean project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services required to be done by the Contractor.
- 1.17 The word "Solution" to mean the total complement of non-source code Licensed Software, Services, Programs, customizations, developed works, and all other items, tangible and intangible, designed to operate as an integrated group in order to provide the Solution functionality outlined in the Scope of Services.
- 1.18 The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnish 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.
- 1.19 The words "Technical Support Services" to mean those services outlined in Appendix B which the Contractor provides to the County in order to ensure optimal performance of the Solution, including all components thereof.
- 1.20 The words "Third Party Software" to mean software developed by a company other than the Contractor.
- 1.21 The word "Update" to mean periodic releases of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Article 8, Maintenance and Technical Support Services.
- 1.22 The word "Upgrade" to mean periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system or major changes in capability and functionality.
- 1.23 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) Articles 1 through 64, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. 01844 and any associated attachments thereof, the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- 3.1 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.
- 3.2 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.
- 3.3 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this

Agreement.

- 3.4 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.
- 3.5 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.
- 3.6 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

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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 of the Parties' execution, whichever is later, and shall continue through the last day of the 60th month, thereafter. The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for two (2) additional five (5) year periods. 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. GRANT OF LICENSE

- 6.1 License. Contractor agrees to provide the County with the Solution, Updates, Upgrades, and Documentation in accordance with the provisions contained within this Agreement.

- 6.2 Contractor grants the County a limited, perpetual, non-transferable, non-exclusive license to use the Solution, Updates, Upgrades, and Documentation in accordance with the terms of this Agreement. Such license shall not be construed to be any license to source code for any component of the Solution.

ARTICLE 7. DELIVERY

- 7.1 Delivery of the Solution shall be according to Appendix A, "Scope of Service" and contingent upon Final Acceptance by the County.
- 7.2 Documentation. The Contractor shall provide electronic copies of the associated Documentation as provided by the developer(s) of the Solution to the County upon Final Acceptance.

ARTICLE 8. MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Contractor shall provide the County with Maintenance and Technical Support Services in the manner outlined in Appendix A, "Scope of Services" for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 9. PROTECTION OF SOFTWARE

- 9.1 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Licensed Software, or any portion thereof.
- 9.2 Ownership. County further acknowledges that all copies of the Licensed Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any License Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Licensed Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

ARTICLE 10. SOFTWARE MODIFICATIONS

- 10.1 Solution Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Solution. When requested by the County, the Contractor shall consider the requested Solution enhancements/modifications. If Contractor solely determines that such enhancements/modifications are reasonable and feasible, the Contractor shall prepare a Scope of Service ("SOS") for the specific Project that shall define the Work to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.
- 10.2 After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- 10.3 Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Solution, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

ARTICLE 11. IMPLEMENTATION SERVICES

- 11.1 If the Contractor fails to provide Deliverables, Solution, Updates, or Upgrades within the time specified or if the Solution delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may (i) reject the Deliverable, Solution, Update, or Upgrade in totality or (ii) accept any portion of Deliverable, Solution, Update, or Upgrade and reject the balance of the Deliverable, Solution, Update, or Upgrade. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or updated Deliverable, Solution, Update, or Upgrade within a mutually agreed upon time period following the Contractor's receipt of the County's rejection notice.

- 11.2 The Contractor shall bear the risk of loss or damage to the Deliverable, Solution, Update, or Upgrade until the time the Project Manager certifies that the Deliverable, Solution, Update, or Upgrade has successfully completed the acceptance testing whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the gross negligence or willful acts of the County.
- 11.3 The Contractor agrees to install the Solution at the County's facilities. Contractor agrees to commence installation of the Solution according to the Implementation Timeline (Appendix E) unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services without interruption and in accordance with the Implementation Timeline, so that such Solution is in good working order and ready for use by the dates set forth in the Timeline.
- 11.4 Contractor agrees to do all things necessary for proper implementation of the Solution and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all Work with all other contractors and/or County personnel performing work to complete Solution installation. The County shall be responsible for resolving all disputes relating to site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Solution. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.
- 11.5 Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required Work to successfully achieve all objectives set forth in the Scope of Services, including, but not limited to, (a) solution configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other contractors that are supplying peripheral or ancillary equipment required for the use of the Solution; and (g) any additional services necessary to ensure Contractor's compliance with this Article 11.
- 11.6 Solution testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating Solution performance.

ARTICLE 12. TESTS

The Contractor shall configure and program the Solution to conform to the Scope of Services. The Solution shall be subject to numerous tests, including acceptance testing as further defined in the Scope of Services as developed and agreed by both parties. To assure Solution performance, the County's Project Manager will coordinate all testing of the Solution and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Failure of the Solution to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution require separate testing periods and sign-off from the Project Manager prior to Go-Live via mutually agreed upon acceptance testing process.

ARTICLE 13. BUSINESS CONTINUITY AND DISASTER RECOVERY

Contractor shall provide the County with business continuity and disaster recovery services in the manner outlined in Appendix C, "Business Continuity and Disaster Recovery" for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 14. FUNCTIONALLY EQUIVALENT SOFTWARE

As long as the County maintains continuous maintenance and technical support services with Contractor for the Solution and (i) in the event the Solution is no longer supported, and (ii) the Contractor makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Solution during the Contract Term, including any extensions or renewals thereof, then County, at its sole discretion, may transfer the Solution to the Successor Products, for no additional license fees. In the event the County elects to transfer its license to the Solution to the Successor Products, the County shall return to Contractor the Licensed Software and pay the then-current maintenance fees for the Successor Products, and fees for services, third party hardware and software associated with the transfer to the Successor Products at mutually agreed cost.

ARTICLE 15. LICENSED SOFTWARE ESCROW

The Contractor shall maintain an escrow agreement with a third party, under which the Contractor places the source code for each major release, patch, or fix required to operate the Solution at the time of Final Acceptance as well as any Updates completed to comply with future maintenance services and/or software enhancements or modifications. An initial deposit shall be completed within thirty (30) calendar days of Final Acceptance and shall include source code for all customizations and/or development completed by the Contractor in order for the Solution to perform as outlined in Appendix A. Future deposits shall be completed within thirty (30) calendar days of the availability of revised code. Written notifications to confirm all completed deposits shall be provided in accordance with Article 21 within thirty (30) days of the deposit being completed. The County shall be a named beneficiary on the escrow agreement, as represented by Appendix D, "Software Escrow Agreement". Release of source code for the Licensed Software shall be governed by the terms of the escrow agreement.

In the event the source code is released to the County, the County agrees to use the code exclusively for internal purposes under the terms and conditions of this Agreement.

ARTICLE 16. ADDITIONAL LICENSES, HARDWARE, SOFTWARE, OR SERVICES

During the term of the contract, the County may purchase additional licenses, hardware, software, or services provided they are available. Each order must refer to this contract and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Contract will govern the purchase and sale of additional licenses, hardware, software, or services. Any modification to the Scope of Services of this Contract will require mutual written agreement between the Contractor and the County.

ARTICLE 17. EXTENSION OF TIME

17.1 If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:

- i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
- ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
- iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
- iv. The Contractor has provided a written request and other information to the County, as described in subsection (17.4) below,

within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time (the "Delay Notice"). The Contractor shall specifically state in such Delay Notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the Delay Notice. If the Contractor fails to give the Delay Notice timely, the right to request an extension for such cause shall be waived.

- 17.2 All references in this Article to the Contractor shall be deemed to include Subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.
- 17.3 The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
- 17.4 The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering an extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.
- 17.5 Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- 17.6 Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (17.1)(iv) above shall be a condition precedent to the Contractor's rights hereunder.
- 17.7 Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Work, configuration, installation, or delivery of the Solution, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.
- 17.8 Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 18 "Extension of Time Not Cumulative"), nor the making of any payments to the Contractor shall compromise the County's contractual right to delay of payment as outlined within Appendix B "Price and Payment Schedule" or to declare the Contractor in default.
- 17.9 County Extension of Time. The County may exercise upon reasonable notice to the Contractor, an extension of time to complete any County responsibility outlined within the Scope of Services. This notification shall include information as to the need for the extension and the anticipated date of completion. Contractor hereby agrees to make no claim for damages for the extension, whether contemplated or not contemplated, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of Services.

ARTICLE 18. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 17 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Services unless the overall services is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 19. NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work.

ARTICLE 20. SOLUTION AVAILABILITY

The Contractor shall provide a service credit and or refund, for any failure to maintain contractually agreed upon Solution availability. Service credit/refund amount will be negotiated with the Contractor.

ARTICLE 21. 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) personally by a by courier service; (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:

Miami-Dade County Police Department (MDPD)
9105 NW 25th Street
Doral, Florida 33172
Attention: Daysi Gonzalez
Phone: (305) 596-8299
E-mail: daysi.gonzalez@miamidade.gov

and

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Benchmark Solutions, LLC dba Benchmark Analytics
1801 W Warner Ave Suite 301
Chicago, IL 60613
Attention: Ben Rosen
Phone: 847-867-3029
E-mail: ben.rosen@benchmarkanalytics.com

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

ARTICLE 22. 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 and Services, 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 Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 23. 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 24. METHOD AND TIMES OF PAYMENT

The County shall pay Contractor 5% of annual fees ("Fees"), in the amount of \$20,250, within 30 days of execution. The County shall pay the remaining 95% for year 1 of the Term, in the amount of \$384,750, within 30 days from the effective date of October 1, 2023 (the "Effective Date") and shall pay Fees for each subsequent year of the Term on or before the subsequent anniversary of the Effective Date.

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 2-8.1.1.1.1 and 2-8.1.1.1.2 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:

Miami-Dade County
MDC Invoice Submittal
invsubp@miamidade.gov

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

ARTICLE 25. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.
- E. Cyber Liability Insurance to include data breach in an amount not less than \$1,000,000

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 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 26. MANNER OF PERFORMANCE

26.1 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.

26.2 The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all non-frivolous 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.

26.3 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 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.

26.4 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.

26.5 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.

26.6 The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to its performance of this Agreement.

ARTICLE 27. 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 28. 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 29. SOLUTION WARRANTY

29.1 Contractor warrants that the Solution, upon Final Acceptance, shall conform to and function in accordance with the Scope of Services and shall meet or exceed the functionality and interoperability requirements as defined in the therein. In addition, Contractor warrants that its performance of the Scope of Services shall be in accordance with the methodology outlined therein. Further, Contractor warrants that the Solution shall be capable of handling both the current and anticipated volume of transactions specified in the Scope of Services.

29.2 Warranty Period. The warranty period shall begin at the date of Final Acceptance and shall continue for a period of one (1) year.

29.3 Remedies. If the Solution does not perform as warranted, Contractor shall use all reasonable efforts, consistent with industry standards, to cure the defect(s) as set forth in the Technical Support Services outlined in the Scope of Services. If the Contractor cannot cure the defect(s) within a mutually agreed upon timeframe, the Contractor, at the County's option, shall: 1) provide a functionally equivalent Solution, or portion thereof, from another provider; or 2) refunds all fees paid by the County to the Contractor for the Solution, or portion thereof.

ARTICLE 30. THIRD PARTY WARRANTY

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractor's and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Article 29 "Solution Warranty".

ARTICLE 31. DISPUTE RESOLUTION PROCEDURE

31.1 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.

31.2 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.

31.3 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.**

31.4 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.

- 31.5 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.
- 31.6 This Article will survive the termination or expiration of this Agreement.

ARTICLE 32. MUTUAL OBLIGATIONS

- 32.1 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.
- 32.2 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.
- 32.3 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 33. 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 years from the expiration date of this Agreement and any extension thereof.

ARTICLE 34. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three 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. 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 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 35. 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 36. 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 37. ASSIGNMENT TO COUNTY SHERIFF

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Sheriff upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Sheriff and the acceptance of such by the County Sheriff, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Sheriff. Should the County assign, transfer or convey only a portion of this Agreement to the County Sheriff, the Agreement shall be divided into two separate Agreements and the Sheriff shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the County Sheriff as if such portion was a separate agreement entered into between the Contractor and the County Sheriff. The County Sheriff shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer or conveyance. The County shall provide notice of such action to the Contractor within thirty (30) days of any such assignment, transfer or conveyance.

ARTICLE 38. SUBCONTRACTUAL RELATIONS

- 38.1 If the Contractor causes any part of this Agreement to be performed by a Subcontractor, with the exception of Article 34, 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.
- 38.2 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.
- 38.3 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.
- 38.4 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.
- 38.5 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 and 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 39. 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 40. 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 41. TERMINATION AND SUSPENSION OF WORK

- 41.1 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 41) and fails to cure said Event of Default (as delineated below in Article 42), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- 41.2 This Agreement may also be terminated for convenience by the County by providing at least fifteen (15) days prior written notice to Contractor. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- 41.3 If County terminates this Agreement for cause under Article 40.1 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.
- 41.4 The foregoing notwithstanding, if the Contractors 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.
- 41.5 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.
- 41.6 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.

41.7 All compensation pursuant to this Article are subject to audit.

41.8 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 42. EVENT OF DEFAULT

42.1 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 48.

42.2 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 43. 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 44. 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 direct damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

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

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

ARTICLE 45. PATENT AND COPYRIGHT INDEMNIFICATION

45.1 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.

45.2 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.

45.3 The Contractor shall be directly liable and responsible for any and all non-frivolous 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 reasonable attorney's fees, shall indemnify, and hold harmless the County and defend any non-frivolous action brought against the County with respect to any direct claim, demand, cause of action, debt, or liability.

45.4 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).

45.5 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 46. CONFIDENTIALITY

46.1 All Developed Works and other non-source code 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 for use by the County, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, for use by the County, 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.

46.2 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.

46.3 In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to seek 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 47. 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 48. PROPRIETARY RIGHTS

48.1 The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all non-source code 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 for use by the County, 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.

48.2 All Developed Works shall become the property of the County.

48.3 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.

48.4 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 source code as well as any Licensed Software provided hereunder, that has 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, 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 49. VENDOR REGISTRATION/CONFLICT OF INTEREST

49.1 Vendor Registration

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

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees

to comply with all antitrust laws of the United States and the State of Florida.

49.2 Conflict of Interest and Code of Ethics

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

ARTICLE 50. 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 form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 51. 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) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

- i) 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.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- 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) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- 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".
- r) 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).

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 "f" through "k" 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 52. NONDISCRIMINATION

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

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

ARTICLE 53. 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 54. 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 55. 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 56. 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 57. 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 58. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 59. LIENS

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

ARTICLE 60. 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 61. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, 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 62. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 63. CRIMINAL JUSTICE INFORMATION SYSTEMS SECURITY REQUIREMENTS

Any contract awarded to a private contractor/vendor wherein a software application/program that accesses, processes, and stores criminal justice information (CJI) or Personally Identifiable Information (PII), or the selected private contractor/vendor requires physical or logical access to the MDPD's network which contains CJI or PII, must comply with all security policy requirements outlined in the Florida Department of Law Enforcement's (FDLE) Criminal Justice Information Systems (CJIS) Security Policy. Additionally, the selected private

contractor/vendor, and any of its employees or subcontractors, that requires logical access to the MDPD's network must review the attached Federal Bureau of Investigation's (FBI) CJIS Security Addendum (Annex A), and sign the FBI's CJIS Security Addendum Certification (Annex B) upon completion of a state and national fingerprint-based record check, criminal background check, proof of citizenship or authorization to be employed in the United States, biennially. Further, support personnel, contractors, and custodial workers with access to physically secure locations or controlled areas shall be subject to a state and national fingerprint-based record check unless these individuals are escorted by authorized personnel at all times.

ARTICLE 64. SURVIVAL

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

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

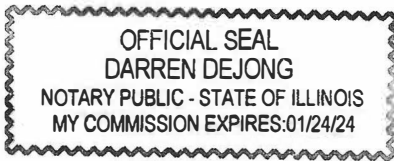
Contractor

Miami-Dade County

By: *[Signature]*
Name: RON HUBERMAN
Title: CEO
Date: 06/27/2023
Attest: *[Signature]*
Corporate Secretary/Notary Public

By: _____
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal



Approved as to form and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

Benchmark Analytics® was founded by a group of dedicated professionals who have decades of experience in public safety. We understand the power of data and analytics in advancing risk management and administration — we have a proven track record developing groundbreaking data-driven platforms that are founded in research and fueled by high-level, evidence-based analytics.

Benchmark assists agencies with understanding performance with a focus on exposure to rising liability costs, employee performance, and the significant costs associated with public criticism, media scrutiny, lack of transparency and strained community relations. We also understand how important best practice and national standards are to developing systems.

As part owner of Benchmark, the University of Chicago is the lead member of our diversified research consortium — the *National Public Safety Early Intervention and Outcomes Research Consortium*. The University of Chicago and the Joyce Foundation have played key roles by developing a series of predictive models and algorithms that identify patterns of officer conduct that may lead to problematic behavior. These models and our research base will directly inform our work in this scope of work.

Along with our public safety and data science expertise, Benchmark also operates the world’s largest longitudinal, multi-jurisdictional database on officer performance with over 20 million records. Given our research background, as well as our existing partnership with the American Institutes for Research, we are uniquely positioned for this project.

Services to be Provided

The services to be provided correspond to the software detailed in RFP No. 01844 – Police Workforce Management System. These products and services are detailed in the Scope of Work below.

1. BMS | Benchmark Management System®

With BMS, Benchmark works with you to develop a comprehensive, top-to-bottom police force management system that:

- Serves as your single-source solution with full workflow management capabilities, or can be integrated with your existing systems — there’s no need to buy separate Use of Force, Internal Affairs, Performance Evaluation and other systems . . . BMS does it all
- Identifies what data is important to ensure the integrity and safety of all police officers, units and supervisors
- Configures to comply with DOJ guidelines on officer conduct as well as your collective bargaining agreement; incorporates best practices of the IACP ethics toolkit; and supports agencies seeking accreditation by CALEA
- Delivers an efficient, effective platform created to provide a 360° holistic view of every officer in your department

BMS is a proactive management tool that features seven information categories designed to identify a wide range of activities and practices — not simply a system to focus on problematic behavior.

2. First Sign® Early Intervention

By leveraging the work completed in BMS, we activated the power of advanced analytics to develop a first-of-its-kind management tool that:

- Captures the data most important to officer performance and behavior — as well as the relationships between critical data variables
- Takes into account total productivity relative to signs that an officer may be engaging in problematic behavior
- Proactively notifies you at the “first signs” of a real need to intervene and help get an off-track officer back on track
- Transforms risk management in policing by significantly reducing your exposure to rising liability cost



First Sign is preventative by design: we know that intervention based upon simple, threshold-based triggers alone is not the right strategy — context, patterns of problematic behavior and officer history are what matter most . . . and what make our system better. First Sign is the only research-based early warning/intervention product available in the market.

3. C.A.R.E. | Case Action Response Engine®

Once off-track behavior has been identified in First Sign, Benchmark expedites thoughtful and effective early intervention with C.A.R.E. — a proactive, targeted support program that:

- Features research-based, analytics-driven case management modules for officer-specific interventions
- Provides “benchmarks” of best practices that have proven to be most effective for different levels of intervention
- Facilitates the planning process with a template of actionable steps, guidelines, goals and follow-up

C.A.R.E. allows supervisors to develop a well thought out, meaningful plan of action for individual officers to help ensure that no one in your charge is falling through the cracks.

Ultimately, our goal is to get officers who are off track back on track — and out of C.A.R.E.

System Functionality

System Performance

- Configurable off-the-shelf solution allowing:
 - Unlimited roles and permissions
 - Infinite workflows for command channel review
 - Out-of-the-box form sets configured to department needs
- Smart system that adjusts based on responses to existing questions
- Provides reporting via interactive dashboards and ad hoc reports
- Capability to integrate with required agency systems including CAD and RMS
- SaaS hosting is on a CJIS-compliant cloud
- Data encrypted at rest and in transit
- Secured with HTTPS
- Fully mobile-responsive for tablets and other devices

Officer Profile

- Manage and track details related to employment, including:
 - Employee photo
 - Emergency contact information (i.e., Blue Book Information)
 - Employee demographic information
 - Employee Unit of Assignment (current and historical) with date ranges for historical assignments
 - Employee appointment date, date of hire, and dates of promotion effective date
 - Recruitment and hire process
 - Background investigation
 - Examination results
 - Disciplinary – on-line access to directives
 - Grievance tracking and resolution
 - Minimum staffing bureau/district
 - Hurricane shelter staffing and assignment
 - Retirement information
- Provide a document library for sensitive material, including:
 - Employee-issued equipment qualifications
 - Certifications
 - Fingerprints
 - Driver’s licenses
 - Blood Type
- Store employee-issued equipment of all types (firearm, radio, etc.)

- View all reports mentioning an employee in one central place to include as a subject officer, witness officer, complainant
- Configurable sections include:
 - Employee disciplinary history
 - Employee line-of-duty injuries
 - Employee external employment including outside employment request, outside employment statement (financial statement) and source of income statement.

Training

- Full Learning Management System, including:
 - Academy tracking
 - Field Training system
 - In-service and ongoing certifications
 - Firearms qualification
 - Wellness program
- Create unique training programs targeted to specific groups of officers
- Manage Certifications including historical and future courses
- Approve and process officer training requests
- Create pre-assessments and evaluations for each course
- Calendar courses in application and via Outlook, Google, and/or Apple
- Alert and deliver announcements for upcoming trainings and re-certifications
- Deliver training content in a wide variety of formats including:
 - SCORM
 - External link
 - Uploaded documents
 - Video course
 - Programs (a series of individual courses)
 - Live and virtual events
- Manage and publish department policies, procedures, and general orders
- Complete and track Daily Observation Reports (DOR's) across fully customizable skills, abilities, and competencies
- Import current content and training history from current CBT Adobe Connect Platform.
- Import and customization of the MDPSTI Training Database including the scheduler

Use of Force

- Engage with an intuitive layout through configurable field labels, verbiage, and dropdown values
- Track and manage multiple event types including:
 - Use of force (configurable to in-custody vs. patrol settings)
 - Vehicle pursuit
 - Aviation pursuit
 - Traffic crash involving officer
 - Upload offense incidents from officer desktop into Benchmark
 - Design/automate Vehicle Pursuit, Aviation Pursuit, and SRRR into officer desktop so it can be dumped into Benchmark like the Offense Incident Reports
- Capture various types of force including:
 - Firearm
 - Taser
 - Chemical
 - Impact weapon
 - Canine deployment
- Track de-escalation processes and attempts as well as display of weapon
- Report on force encountered and force utilized, leading to proportionality of force analysis
- Alert supervisors to use of force concerns via early intervention system

Internal Affairs

- Full Internal Affairs case management platform, including:

- Allegation intake
- Investigation
- Evidence management
- Concurrence reporting
- Uniquely track a variety of complaints, including:
 - Injuries to subjects in custody
 - Warrantless searches
 - Criminal investigation involving employee
 - Arrest of employee
 - Relieved of duty
 - Interview/Interrogation in violation of policy
 - Lost/Theft of agency property
 - Civil/Administrative complaints
 - Civil lawsuit activity from employee duties
 - Protective/Restraints Order(s) issued against an employee
- View full allegation history (contact reports – open and closed), Discipline, IA Cases – open and closed, SRRR's, Commendations, etc.
- Manage and report on minor discipline scenarios
- Upload and manage evidence of all electronic types (including video)
- Alert supervisors to complaint concerns via early intervention system
- Automatic alert investigator when a subject has been arrested for another case
- Incident and Investigation section as specified
- Discharge of firearms investigations and report
- Assignment types with auto due date triggers
- Track public request for copies

Community Engagement

- Intake, store, and report on community member concerns
- Configure supervisory review and track activities on concerns
- Track engagement with community via a community member database
- Identify and report on community members and associated incidents
- Capture community event rosters
- Provide a detailed database for interactions with the community
- Capture and track positive interactions including:
 - Supervisor acknowledgements
 - Department awards
 - Letters of commendation

Performance Evaluation

- Automate department form sets based on job type
- Configure unique skills, abilities, and scoring mechanisms based on existing evaluations
- Cadence, schedule and customize follow-up actions based on employee score
- Provide exception reporting and routing of evaluations that fall below a department-set threshold
- Process all evaluations through a permission- and role-based review and approval process
- Assign evaluations to supervisors based on individual officers and/or groups of officers

Reporting

- Configurable off-the-shelf dashboards
- Role- and permission-based control over reporting
- Access interactive in-dashboard drilldowns to visualize underlying data elements
- Visualize department level, unit level, and officer level details
- Compare historical time periods to identify trends and patterns

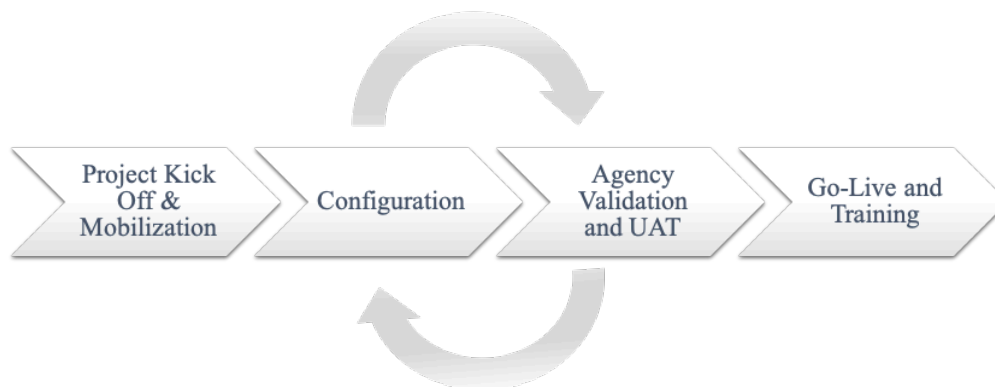
- Utilize an Ad Hoc Report Builder to access additional data views
- Export reports in the following formats: Word, Excel, PDF, CSV

Early Intervention

- Developed with a research-based approach
- Proactively alerts without requiring manual queries
- Tied to a full case management system to track intervention progress
- Continued training and iteration of early intervention model in conjunction with department input
- Externally reviewed by University of Chicago researchers with expertise in law enforcement early intervention systems

Implementation Plan

Because we are a highly configurable customizable off-the-shelf (COTS) system, Benchmark's deployment approach is flexible and straightforward. Similar to our project management methodologies, our deployment approach is based on best-in-industry software best practices, but also finely honed by our experience with and learnings in implementing software across government and public sector customers. Benchmark follows a four-step process, as illustrated in the below graphic and detailed in greater length below.



Project Kick-off and Mobilization

The Project Kick-off is led by the named Benchmark Project Manager and entails either a virtual or in person meeting with the MDPD Project Manager, other key project stakeholders and Benchmark's mobilized project team. The Kick-off allows us to work collaboratively and in real-time with the various impacted stakeholders whose expertise and domain knowledge are critical to implementing the system. It is also a great opportunity for us to begin to fuse the personal and professional relationships that will be key to a successful project. The Kick-off follows an agreed-upon agenda with key action items for the session and sets the groundwork for the ongoing project communication framework. Using planning templates and documentation, the Kick-off sets the stage for the work ahead and formally puts the configuration work into action.

Configuration

Benchmark's annual software license includes building out all of the agency-specific configurations required to make sure that the software meets the individual needs of the agency's business processes and policies. These agency-specific configurations include all individual workflows, notification requirements and administrative/supervisor review processes. It also includes building out any custom forms necessary to ensure that MDPDs critical business processes are fully automated within the Benchmark system. (SRRR, Vehicle Pursuit, Aviation Pursuit). Our key objective throughout the configuration process is to make sure at Go-Live, your agency is off paper and using our automated system to the fullest degree.

The process for design/configuration begins at the Project Kick-off meeting described above. The configuration process will happen over multiple discussions and allows the Benchmark team to deeply engage with the MDPD to fully understand all of the requirements for successful system design.

Starting with our "out-of-the-box" configurations, Benchmark will provide a sandbox environment for the agency to use to get acclimated with the system. Using our existing design documentation and templates, the BM Project Manager will lead the work to gather and document your agency's specific configuration requirements. These design sessions will result in a Configuration Checklist, which is the

documentation that we use to build out your system. This is an iterative process, and as configurations are understood, we will continually update your agency sandbox so that your team can continually monitor those changes and make sure they meet the agency needs. More formal user acceptance testing can also begin iteratively through this agile process.

The release of features and functionality will occur over a series of cycles of configuration sprints and, if needed, development sprints, and will map to the Go-live schedule in the Project Plan. During the configuration phase, Benchmark will use the agreed-upon communication framework to keep the agency team well-updated on the development progress and timelines.

Agency Validation & User Acceptance Testing

As configurations are finalized and pushed to the sandbox environment, Benchmark will facilitate a user acceptance period per phase. Each UAT period will kick off with an overview of the new work and a demo of the functionality for the MDPD stakeholder group. This phased and iterative releases allow the MDPD project and user team to receive incremental delivery of features and functionality and to iteratively fine-tune the specifications based on direct end-user experience and feedback. The user acceptance testing/validation is based on the Configuration Checklist to be developed with MDPD and agreed-upon prior to the start of a configuration phase.

Training and Go Live

After MDPD has fully validated the configurations in Sandbox, training can begin.

Benchmark’s training methodology is designed to support and serve agencies throughout the life of their relationship with Benchmark. Well-supported users equate to employees who engage with the system most effectively – and more importantly, means that the system brings value to the agency.

Project Plan

One of the first work efforts that Benchmark will begin upon Project Kick-Off is developing a thorough and clear project plan, complete with dependencies and time estimates. The Project Plan, which we typically manage in the form of a GANTT chart, is drafted initially by the Benchmark Project Manager with input from the broader Benchmark technology and product team. From there, the full agency stakeholder team will also guide the project by providing input into the deliverables and timeframes. This input is critical to ensuring buy-in and alignment across the full team. The Project Plan is the backbone of the project work and ensures that we understand all of the dependencies to make the right amount of progress along the right timelines, to ultimately deliver an excellent software solution to our customer.

Below is a proposed plan to facilitate on-time completion of the Workforce Management System implementation. Benchmark and MDPD shall work to meet all requirements as laid out in each step below.

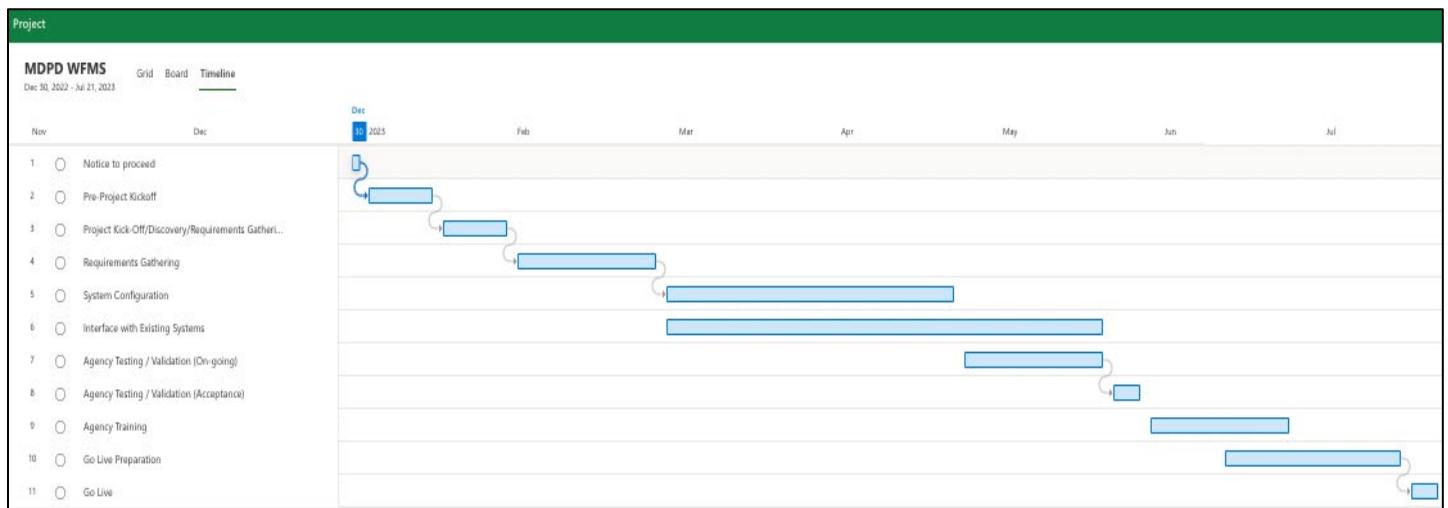
Project Area	Task/Milestone	Projected Conclusion	
		Month(s)	Week(s)
Notice to Proceed	Overview: Contracted start of project.	1	1
Pre-Project Kickoff	Overview: Establish project teams, confirm key project stakeholders, discuss creation of agency user group, and confirm primary points of contact. Key / Other Personnel: <ul style="list-style-type: none"> • Benchmark Project Executive • Project Manager 	1	1-2

<p>Project Kickoff</p>	<p>Overview: Project Kickoff: Discovery and Requirements Gathering; Data Migration Planning. Onsite with key project stakeholders. Confirm project management strategy. Begin system configuration discussion and requirements gathering.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Project tracking document; formal kickoff document • Documentation of MDPD's: <ul style="list-style-type: none"> ○ draft functional and system user requirements ○ draft workflows and reporting requirements <p>Key/Other Personnel:</p> <ul style="list-style-type: none"> • Benchmark Project Executive • Project Manager • Benchmark Product Manager • Benchmark Technical Lead <p>Concentration(s) of Effort:</p> <ul style="list-style-type: none"> • Overall project responsibility and guidance. • Product design/direction responsibility. • Product capability/infrastructure 	<p>1</p>	<p>3-4</p>
<p>Requirements Gathering</p>	<p>Overview: Configuration requirements to be approved/signed off on by MDPD.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Confirmed and accepted configuration checklist <ul style="list-style-type: none"> ○ Finalized functional and system user requirements ○ Finalized workflows and reporting requirements <p>Key/Other Personnel:</p> <ul style="list-style-type: none"> • Project Manager • Benchmark Product Manager <p>Concentration(s) of Effort:</p> <ul style="list-style-type: none"> • Overall project responsibility and guidance. 	<p>2</p>	<p>5-8</p>
<p>System Configuration</p>	<p>Overview: Configure the Workforce Management System.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Configured System that meets the requirements per the configuration checklist. <p>Key / Other Personnel:</p> <ul style="list-style-type: none"> • Project Manager • Benchmark Product Manager • Benchmark Technical Lead <p>Concentration(s) of Effort:</p> <ul style="list-style-type: none"> • Project progress tracking and risk management; responsibility and guidance. • Product design/direction responsibility. • Product capability/infrastructure 	<p>3-4</p>	<p>9-16</p>

<p>Interface with Existing Systems</p>	<p>Overview: Integrate with Key Existing Systems Deliverables: <ul style="list-style-type: none"> Functioning data interface between Benchmark and the MDPD systems. Key / Other Personnel: <ul style="list-style-type: none"> Project Manager Benchmark Technical Lead Development and Configuration Team Concentration(s) of Effort: <ul style="list-style-type: none"> Project progress tracking and risk management; responsibility and guidance Requirements for data integration design, including data mapping between systems Requirements for end user experience and use cases for data integration </p>	<p>3-5</p>	<p>9-20</p>
<p>Agency Testing / Validation (Ongoing)</p>	<p>Overview: Agency incrementally tests released segments of the configurations sandbox. Deliverables: <ul style="list-style-type: none"> Demos of released functionality Key / Other Personnel: <ul style="list-style-type: none"> Project Manager Benchmark Product Manager Benchmark Technical Lead Concentration(s) of Effort: <ul style="list-style-type: none"> Feedback tracking based on agency testing; overall project progress tracking and risk management; responsibility and guidance Supports system demos for design/capability questions Manages resources to respond to issues/questions as identified by product </p>	<p>5</p>	<p>17-20</p>
<p>Agency Testing / Validation (Acceptance)</p>	<p>Overview: Acceptance of Final System. Deliverables: <ul style="list-style-type: none"> At close, written confirmation of approval/acceptance of the deliverables. Key / Other Personnel: <ul style="list-style-type: none"> Benchmark Project Executive Project Manager Concentration(s) of Effort: <ul style="list-style-type: none"> Overall project responsibility and guidance </p>	<p>5</p>	<p>20</p>
<p>Agency Training</p>	<p>Overview: MDPD Training Delivery. Assumes training plan with date(s) confirmed, participants confirmed, materials confirmed shall be finalized in Month 5. Deliverables: <ul style="list-style-type: none"> Internal / Train-the-Trainer guide. Key / Other Personnel: <ul style="list-style-type: none"> Project Manager Concentration(s) of Effort:</p>	<p>6</p>	<p>21-24</p>

<p>Go-Live Preparation</p>	<p>Overview: Go-live preparation activities. Deliverables:</p> <ul style="list-style-type: none"> • MDPD confirmation of key training completion • MDPD confirmation of stakeholder communications • Getting Started One Pager for Users • Production Site URL • Go Live Readiness Document <p>Key / Other Personnel:</p> <ul style="list-style-type: none"> • Project Manager • Benchmark Technical Lead <p>Concentration(s) of Effort:</p> <ul style="list-style-type: none"> • Working with MDPD to support internal planning as needed. • Technical lead will ensure the code has been deployed, and the production site is readied for the established go live date. 	<p>6</p>	<p>23-27</p>
<p>Go Live</p>	<p>Overview: System go live. Deliverables:</p> <ul style="list-style-type: none"> • Production Site URL with Successful User Logins <p>Key / Other Personnel:</p> <ul style="list-style-type: none"> • Project Manager • Benchmark Technical Lead <p>Concentration(s) of Effort:</p> <ul style="list-style-type: none"> • Working with MDPD to support internal planning as needed. • Technical lead will ensure the production site function. 	<p>6</p>	<p>27</p>

Typically, in the project kick off phase we determine a full roll out schedule between six (6) to twelve (12) months based on the customers preference; see below for full proposed GANTT project plan illustrative of an aggressive six (6) month rollout. This sample project plan can be modified based on preference.



Change Order Process

When either party identifies the need for a change in the Scope of Services, a change review process will be initiated by the requesting party in order to determine the appropriate authority to review and approve the change. Changes include, but are not limited to, the following:

- 1) Any change that impacts **Appendix B Price and Payment Schedule**
- 2) Any changes that impacts the Implementation Timeline.
- 3) Any changes that impact staff levels for either party
- 4) Addition and deletions of functionality
- 5) Any (as agreed upon by Miami-Dade County and Benchmark) changes to any deliverable listed in this SOS

The Benchmark Project Manager and Miami-Dade County Project Manager will work together to seek approval for a requested change. The effort will include receiving input from both Benchmark and Miami-Dade County employees that will be impacted by the change. After mutually agreeing to the terms of the change, the Miami-Dade County Project Manager will complete the Change Oder Form. The form will then be routed for required approvals.

Minor changes that do not impact cost, overall schedule, or overall functionality may be approved by the County’s Project Manager do not constitute a change request and shall be captured in the Project Plan.

Data Migration Planning

The Benchmark team has extensive experience in working with agencies across the country to identify, extract, validate, transform, and import source data to the Benchmark platform.

At Kickoff, Benchmark will partner with MDPD to ensure that all requested data fields are mapped into data templates and contextually understood; any assumptions about the quality of the data will also be documented.

The team will use planning templates and documentation to set the stage for the data-transfer process. Benchmark will also maintain a data dictionary of data sources being ingested, and data are validated once they are delivered by the agency. An example data template is below; additional templates can be provided for reference.

Data Template	Template Section	Field	Field Name	Data Type	Definition
First Sign - Officer and Organization	Org_Officer_Detail	Officer ID	agency_person_uid	VARCHAR(64) / INT	The unique ID associated with an officer/employee.
First Sign - Officer and Organization	Org_Officer_Detail	Badge Number	badge_number	VARCHAR(64) / INT	The unique badge number associated with an officer/employee.
First Sign - Officer and Organization	Org_Officer_Detail	First Name	first_name	VARCHAR(255)	The officer's/employee's first name
First Sign - Officer and Organization	Org_Officer_Detail	Last Name	last_name	VARCHAR(255)	The officer's/employee's last name
First Sign - Officer and Organization	Org_Officer_Detail	Email	email	VARCHAR(255)	The officer's/employee's email address
First Sign - Officer and Organization	Org_Officer_Detail	Birth Date	birth_date	DATE	The officer's/employee's date of birth. YYYY-MM-DD format.
First Sign - Officer and Organization	Org_Officer_Detail	Height (inches)	height_inches	INT	The officer's/employee's height. Please provide in INCHES.
First Sign - Officer and Organization	Org_Officer_Detail	Weight (lbs.)	weight	INT	The officer's/employee's weight. Please provide in LBS
First Sign - Officer and Organization	Org_Officer_Detail	Dominant Hand	domain_hand	VARCHAR(1)	The officer's/employee's dominant hand. (L or R)

Data are typically sent to Benchmark as CSVs using a secure and encrypted SFTP (FTP over SSH) connection. By using the SSH transfer protocol, SFTP can securely move large amounts of data over an internet connection. This process ensures files are safely transferred to Benchmark. Required components include a Public IP Address that the agency will connect from and an SSH Key (downloaded using PuTTY or Command Prompt). The Benchmark team will help MDPD build and construct the required data transfer pipeline to make data ingestion seamless and efficient.

Benchmark will also run validation checks to check for data completeness, integrity, and cross-source-system continuity. Once the data have passed Benchmark strict validation checks, Benchmark will provide documentation to the agency to schedule refresh data once the Early Intervention System is live.

Once we have completed this data process, created the initial risk model, and are ready to deploy the system, we will develop a policy guide complete with ‘How To’ documents and suggested alert routing for each “at-risk” officer.

Data Interface Planning with Existing Systems

As part of this project, Benchmark anticipates facilitating integrations or building data interfaces as needed with the systems identified in the RFP document, including Axon, PeopleSoft, etc. Our approach begins with detailed requirements gathering as part of the implementation process, which will include determining which systems and what volume of data will be imported/integrated.

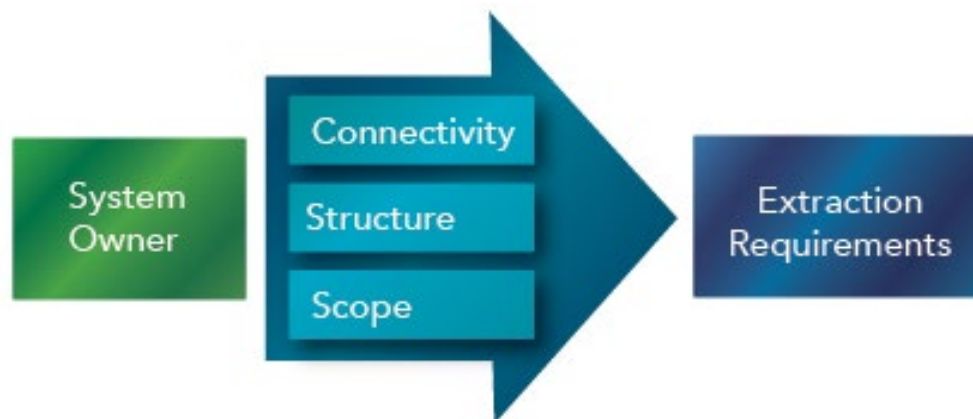
Benchmark will work with MDPD to transfer data, as needed and as feasible, into Benchmark’s database. The plan is as follows:

1. Knowledge Gathering and Gap Analysis

Benchmark will work with MDPD to learn about the database schema and data modeling of the legacy databases. Based on the findings, Benchmark will perform gap analyses between the legacy databases and Benchmark's database, as well as diagnose the data-cleansing needs.

2. Data Extraction/Integration

We propose the following process for understanding and completing data extraction.



For each relevant data system, Benchmark will work with MDPD to identify the owner/expert who understands the broad scope of the system and is able to speak to its operation or marshal the appropriate staff to provide details.

Configuration

Benchmark's annual software license includes building out all of the MDPD-specific configurations required to make sure that the software meets the individual needs of MDPD's business processes and policies. These MDPD-specific configurations include all individual workflows, notification requirements and administrative/supervisor review processes. It also includes building out any custom forms necessary to ensure that MDPD's critical business processes are fully automated within the Benchmark system.

Starting with our "out-of-the-box" configurations, Benchmark will provide a sandbox environment for MDPD to use to get acclimated with the system. Using our existing design documentation and templates, the Benchmark Project Manager will lead the work to gather and document MDPD's specific configuration requirements.

These design sessions will result in a Configuration Checklist, which is the documentation that we use to build out your system. This is an iterative process, and as configurations are understood, we will continually update your agency sandbox so that your team can monitor those changes for efficacy. More formal user acceptance testing can also begin iteratively through this agile process.

The release of features and functionality will occur over a series of cycles of configuration sprints and, if needed, development sprints — and will map to the Go-Live schedule in the project plan. During the configuration phase, Benchmark will use the agreed-upon communication framework to keep the MDPD team well-updated on the development progress and timelines.

Maintenance and Support Services

Benchmark Analytics provides maximum service levels through its dedicated team of Benchmark support employees, including through its customer support team as well as escalation engineers. Benchmark Analytics provides customer support through a toll-free telephone number (1-888- 40BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 6:00AM – 7:00PM CST and Saturdays from 8AM – 11AM CST, excluding all federal holidays. For critical system issues outside of normal support hours, a 24-hour hotline is provided. In-system support is also available 24/7 through the in-system support tool, the Benchmark Knowledge Base, to promote user self-education and non-technical issue resolution. A support ticket can also be submitted directly to our team via this tool as well. Users may access the knowledge base within the Benchmark application by using the blue help button at the bottom right of any system page.

Benchmark commits to a 99.9% uptime on a 24x7 basis for our AWS GovCloud infrastructure. (More information about AWS Gov Cloud can be found at: <https://aws.amazon.com/govcloud-us/>.)

As a SaaS software application, all Benchmark customers are on the same version of the Benchmark application. This allows us to support and service our customers in the most effective way, including with a real-time help desk. Benchmark system upgrades, including new version releases, do not disrupt or impair any of the configurations that are deployed to an individual customer and are generally performed without the need for any maintenance downtime to the system as a whole.

Benchmark system upgrades and new version releases are managed through a standard process. Benchmark utilizes the industry standard, sequenced-based versioning system which indicates releases as MAJOR.MINOR.PATCH, by sequential numbering. Benchmark's Customer Support team provides release notes to customers prior to a release. This includes any relevant system documentation as well as an easily digestible overview of any new features.

Benchmark typically releases major enhancements quarterly, and incremental enhancements or defect management monthly, or as needed. Typically, new releases are managed without any downtime; in the event that any downtime will occur, Benchmark utilizes a standard maintenance window during off-hours, which is communicated formally in advance.

APPENDIX B – PRICE AND PAYMENT SCHEDULE

Benchmark is a SaaS provider and as such charges an annual subscription fee for its services. This subscription is designed to cover all project management, training, on-going configurations and other costs associated with deployment of the platform, such as security requirements. Fees are subject to an annual increase up to 5.5% in each subsequent year of the Term.

Description of Work Performed	Cost
Annual Software License Fee	\$405,000
Project Management	Included in software license fee
Implementation Support Services	Included in software license fee
Training Services	Included in software license fee
Travel	Included in software license fee
Other Fees	Included in software license fee
Total annual fee	\$405,000

Benchmark Solutions, LLC	Year 1	Year 2	Year 3	Year 4	Year 5
TABLE 1A – LICENSED SOFTWARE FEES	\$405,000.00	\$427,275.00	\$450,775.13	\$475,567.76	\$501,723.98
TABLE 1B – IMPLEMENTATION SERVICES	included	included	included	included	included
TABLE 1C – TRAINING	included	included	included	included	included
TABLE 2A – INTERFACES	included	included	included	included	included
TABLE 3A – CUSTOMIZATIONS	included	included	included	included	included
TABLE 4A - MAINTENANCE AND SUPPORT SERVICES*	included	included	included	included	included
TABLE 4B - PSOFTWARE ESCROW FEES*	included	included	included	included	included
Total for the Based Term of 60 months	\$2,260,341.87				

TABLE 5A - OTR MAINTENANCE AND SUPPORT SERVICES

OTR 1 – Maintenance and Technical Service Fees (Years 6 - 10)

Maintenance and Support Service Fees	\$529,318.80
Maintenance and Support Service Fees	\$558,431.34
Maintenance and Support Service Fees	\$589,145.06
Maintenance and Support Service Fees	\$621,548.04
Maintenance and Support Service Fees	\$655,733.18
Total for OTR #1	\$2,954,176.42

OTR 2 – Maintenance and Support Service Fees (Years 11 - 15)

Maintenance and Support Service Fees	\$691,798.51
Maintenance and Support Service Fees	\$729,847.42
Maintenance and Support Service Fees	\$769,989.03
Maintenance and Support Service Fees	\$812,338.43
Maintenance and Support Service Fees	\$857,017.04
Total for OTR #2	\$3,860,990.43

TABLE 5B - SOFTWARE ESCROW FEES	\$0.00
Proposer's Total	\$9,075,508.72

ATTACHMENT 1

BENCHMARK'S PROPOSAL
(Incorporated herein)