


Date: March 17, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Recommendation to Award a Contract for Fare Collection Implementation Project Oversight and Authorizing the Use of Charter County Transportation Surtax Funds for Such Purpose

Agenda Item No. 8(P)(1)

Summary

This item is for the purchase of Fare Collection Implementation Project oversight services for the Department of Transportation and Public Works (DTPW). The contract provides project oversight and consulting services for the implementation of two projects: installation of Fare Collection Equipment (FCE) and implementation of a new Fare Collection Application (FCA). These initiatives aim to enhance the operational efficiency and user experience of Miami-Dade's transit system, supporting the County's strategic objectives to modernize and expand its transportation infrastructure.

Approval of this contract will support the implementation of two critical and interrelated projects. While the FCE and FCA vendors will have their own dedicated Project Managers to manage their respective deliverables, the Consultant will serve as the central oversight and integration coordinator, ensuring that the successful implementation and integration of both the FCE and FCA are achieved. The Consultant's responsibilities include managing system integration challenges, escalating risks, and maintaining accountability across all vendors and stakeholders. The scope also encompasses strategic integration across transit modes, business process reengineering to align with new fare technologies, change management to support stakeholder adoption, technical oversight to ensure system reliability, and fare collection expertise spanning hardware, software, and back-office operations.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0023179, Fare Collection Implementation Project Oversight*, to Niti Systems Consultants, Inc. (Niti Systems) in the amount of \$1,249,205 for an initial three-year term, with one, two-year option to renew for DTPW.

This item is placed for Board review pursuant to Miami-Dade County Code Section 29-124(f). The Board may only consider this item if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, a withdrawal of this item will be requested.

Background

A Request for Proposals was issued under full and open competition on April 17, 2025. On the closing date of July 7, 2025, the County received four proposals. The evaluation was completed in August 2025. Negotiations commenced in August 2025 and concluded in September 2025. The Competitive Selection Committee reached consensus that Niti Systems prepared a comprehensively detailed proposal that best met the project service requirements, in accordance with the scope of work. A total of four meetings with staff and the selected Proposer were held to negotiate the final contract terms including, but not limited to, scope of work, functionality matrix, implementation plan, price schedule, training plan, service level agreement, and project resource plan. A copy of the Coordinator's Report is attached.

The contract provides for project oversight and consulting services for the implementation of FCE and FCA projects. Key services are as follows:

- Detailed Program Management
- Specific Stakeholder Coordination and Communication
- Technical Specifications and Quality Oversight
- Comprehensive Risk and Contract Management
- Training and Operational Readiness
- Change Management and Control
- Marketing Collaboration and Customer Transition
- Business Process Documentation and Reengineering
- Detailed Evaluation and Reporting

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial three-year term is \$849,205. Should the County choose to exercise, at its sole discretion, the one, two-year option to renew, the estimated cumulative value will be \$1,249,205.

Department	Allocation	Funding Source	Budgeted*	Contract Manager
DTPW	\$1,249,205	People’s Transportation Plan	FY 25-26 Proposed Budget & Multi-Year Capital Plan, Volume 2, Page 146	Yvon Mon
Total	\$1,249,205			

*The Adopted Budget Book was not finalized at the time this item was drafted. Therefore, the budget information above is based on the Proposed Budget Book.

Track Record/Monitor

Brian Webster of the Strategic Procurement Department (SPD) is the Negotiator.

Delegated Authority

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

Vendor Recommended for Award

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. No local firm was identified as having the experience and expertise commensurate with service requirements of the scope of work.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Niti Systems Consultants, Inc.	7901 4 th St. North, Ste 300 St. Petersburg, FL	None	0	Jignesh Patel
			0%	

*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
Osmodal Group	No	Evaluation Scores/Ranking
Rebel Payments, Mobility and Insights	No	
Sidetool LLC	No	

Due Diligence

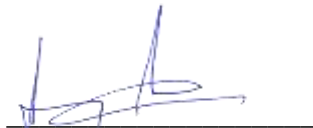
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet 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.

Pursuant to Resolution No. R-252-25, efforts were made to identify any potential piggybacking opportunities prior to issuance of a competitive solicitation. No contracts were identified for accessing.

Applicability of 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 applied.
- The Living Wage Ordinance does not apply.

Attachment



Jimmy Morales
Chief Operating Officer

Memorandum



Date: August 14, 2025

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

From: Brian Webster *Brian Webster*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for Request for Proposals (RFP) No. EVN0023179, Fare Collection Implementation Project Oversight

The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on April 17, 2025, on behalf of the Department of Transportation and Public Works (DTPW), to obtain proposals from qualified firms to provide project oversight and consulting services for the implementation of two projects. The scope of these projects is the installation of Fare Collection Equipment and implementation of a new Fare Collection Application. These two projects will enhance the operational efficiency and user experience of the County's transit system, supporting DTPW's strategic objectives to modernize and expand its transportation infrastructure. The County anticipates awarding a contract for a period of three years, with one, two-year option to renew, at the County's sole discretion.

On July 7, 2025, four proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) completed the evaluation of proposals following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:

July 16, 2025 (Kick-off)

August 6, 2025 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:

No contract measures were assigned to this solicitation due to three or more SBE firms not responding as being able to meet the qualification criteria and/or provide the requested good(s) and/or service(s).

Verification of compliance with minimum qualification requirements and responsiveness:

The solicitation did not have minimum qualification requirements.

The proposals were reviewed for responsiveness; no issues were identified.

Local Certified Veteran's Business Enterprise Preference:

Veteran's Preference was considered. None of the proposers qualified for the preference.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

Staff submitted a request to the OIG on July 8, 2025. A response was received on July 8, 2025, advising that no reports were found.

Staff submitted a request to the COE on July 8, 2025. A response was received on July 10, 2025, advising that no reports were found.

Office of the Commission Auditor (OCA) Background Check:

Staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. Staff submitted Committee member's completed Neutrality Affidavits and

Resumes to OCA. OCA submitted the results of the background checks to the COE for further review of findings. A response was received from COE advising that there were no conflicts of interest.

Summary of scores:

The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The scores are as follows:

Proposer	Technical Score <i>(max. 2400)</i>	Price Score <i>(max. 600)</i>	Total Combined Score <i>(max. 3000)</i>	Price/ Cost Submitted
1. Niti Systems Consultants, Inc.	2157	540	2697	\$849,205
2. Rebel Payments, Mobility and Insights	1991	530	2521	\$1,000,000
3. Osmodal Group	1822	510	2332	\$927,000
4. Sidetool LLC	310	80	390	\$578,250

The Committee decided not to hold oral presentations.

Upon review of the scores, there were multiple variances identified that exceeded 33% of the average score award by all Committee members by criteria. After discussion of the variances among Committee members, multiple variances remained. The ranking was not affected when the scoring of members with variances dropped. For variances that remained after discussions, each member verified and affirmed their score with no change to proposer ranking. The Committee members with variances stated that their scores were based on their independent evaluations in addition to the discussions held.

Local Preference:

Local Preference was considered but did not affect the outcome. The local proposer’s score, received for Sidetool LLC, was not within 5% of the highest ranked non-local proposer.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator’s notification, initial scoring within 30 calendar days of Selection Committee Coordinator’s completion of required reviews, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee’s Name	Employee’s Department
Yvon Mon	DTPW
Toni Phangsang	Information Technology
German Arenes	DTPW

Deadlines for Completion of Tasks During Evaluation:

Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions, establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase.

Timeframes for completion of tasks are included in the table below:

<u>Task</u>	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	7/07/25	NA	NA
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent proposals to CAO for responsiveness	N/A	10	N/A
SPD sent list of proposers/subcontractors to Committee members for Neutrality Affidavit/Resume	7/8/25	10	
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Committee members returned completed Neutrality Affidavit/Resume to SPD within three business days of request	See Comment	3*	3*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	7/11/25	NA	NA
OCA returned background checks to SPD	7/23/25	5*	12*
COE responded to OCA findings (if OCA refers findings)	8/01/25	14	10
CAO provided opinion to SPD	N/A	30	N/A
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	8/06/25	30	15

* All numbers listed are calendar days except when marked with an asterisk are business days.

**Scoring to be scheduled within 30 days from all required background checks, responsiveness and compliance reviews

OCA returned the findings of background checks in 12 days. The Neutrality Affidavit in the X Files was found to be outdated, requiring the Committee to complete a supplemental page 2.

Negotiations:

The Committee recommends that the County initiate negotiations with the highest ranked proposer, Niti Systems Consultants, Inc. The following individuals will participate in the negotiations:

- Brian Webster, Procurement Contracting Officer, SPD
- Yvon Mon, DTPW
- Santiago Pastoriza, DTPW
- German Arnes, DTPW

Technical and operational assistance and feedback may be requested from appropriate staff as needed during the negotiation process.

Consensus Statement:

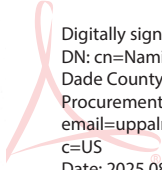
The proposal submitted by Niti Systems Consultants, Inc. (“Niti”) detailed a comprehensive response to all requirements specified in the solicitation and demonstrated the firm’s ability to provide consultant oversight services, with a project plan that best supports DTPW. Niti’s project plan identified a risk-based approach as a way to prioritize and manage project risks by focusing resources on the most critical threats first. Niti’s proposal best demonstrated an understanding of the complexities associated with the Fare Collection Equipment and Fare Collection Application projects. Niti was the only proposer that provided a breakdown of each proposed milestone, clearly stating the associated deliverables and the estimated hours allocated to each milestone. This information is required by the County to identify the allocation of resources for each project milestone as an understanding of the service requirements.

Niti's price proposal was deemed fair and reasonable, in consideration of the RFP proposal amount cap of \$1M, having a price offer of \$849,205.

The Committee recommends negotiating a contract with the highest ranked proposer, Niti, as it was determined that Niti's overall proposal demonstrated a strong approach in meeting the project objectives of the solicitation, and the firm's ability to meet all aspects of the project requirements in a timely manner.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Approved



Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami
Dade County, ou=Chief
Procurement Officer,
email=uppaln@miamidade.gov,
c=US
Date: 2025.08.14 17:50:09 -04'00'

Namita Uppal, C.P.M.
Director and Chief Procurement Officer

Date

**RFP NO. EVN0023179
FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT
EVALUATION 1
COMPOSITE**

EVALUATION CRITERIA	Maximum Points Per Member	Maximum Total Points (3 members)	PROPOSERS			
			Niti Systems Consultants, Inc.	Osmodal Group	Rebel Payments, Mobility & Insights	Sidetool LLC
1. Proposer's Experience and Past Performance Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, in accordance with Section 5.1	250	750	670	590	665	80
2. Key Personnel and Subcontractors Performing Services Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	450	430	357	442	85
3. Proposed Approach Proposer's approach to providing the Scope of services (Attachment A), in accordance with Section 5.3	250	750	637	516	489	75
4. Tools and Technology Proficiency Ability to utilize appropriate tools, platforms, and technology to execute the project efficiently and effectively, in accordance with Section 5.4	150	450	420	359	395	70
TOTAL TECHNICAL POINTS	800	2400	2157	1822	1991	310
Selection Factor (10% of the Total Technical Points)	0	0	0	0	0	0
Total (Technical & Selection Factor)	800	2400	2157	1822	1991	310
TOTAL FINANCIAL POINTS						
5. Proposal Price Schedule Proposer's price offer to the County, in accordance with Attachment C, Proposal Price Schedule.	200	600	540	510	530	80
TOTAL POINTS	1000	3000	2697	2332	2521	390
			Ranking: 1	3	2	4



Selection Committee Coordinator - Signature

Brian A Webster

8/6/25

Date



Reviewer - Signature

Saba Musleh

8/7/25

Date

Local Preference* = Local Preference range)	(Highest ranked proposer's total points - 5%				
Is any firm within 5% of the highest ranked? Y / N					
Is highest ranked local? Y / N					
Is firm within 5% local? Y / N					

RFP NO. EVN0023179
 FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT
 EVALUATION 1

COMMITTEE MEMBER NAME: TONI PHANGSANG
 (Print Name)

EVALUATION CRITERIA	Maximum Points	PROPOSERS			
		Niti Systems Consultants, Inc.	Osmodal Group	Rebel Payments, Mobility & Insights	Sidetool LLC
1. Proposer's Experience and Past Performance Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, in accordance with Section 5.1	250	210	200	215	5
2. Key Personnel and Subcontractors Performing Services Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	130	117	142	20
3. Proposed Approach Proposer's approach to providing the Scope of services (Attachment A), in accordance with Section 5.3	250	217	216	159	25
4. Tools and Technology Proficiency Ability to utilize appropriate tools, platforms, and technology to execute the project efficiently and effectively, in accordance with Section 5.4	150	120	129	95	25
TOTAL TECHNICAL POINTS	800	677	662	611	505
TOTAL FINANCIAL POINTS	200	160	150	160	10
5. Proposal Price Schedule Proposer's price offer to the County, in accordance with Attachment C, Proposal Price Schedule.	1000	837	812	771	65
TOTAL POINTS					

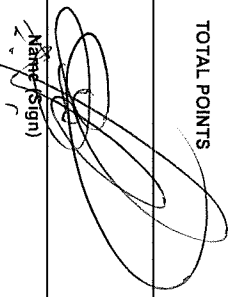
Toni Phangsang
 Name (Sign)

8/6/25
 Date

RFP NO. EVN0023179
 FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT
 EVALUATION 1

COMMITTEE MEMBER NAME: Gerardo A. Alvarez
 (Print Name)

EVALUATION CRITERIA	Maximum Points	PROPOSERS			
		Nit Systems Consultants, Inc.	Osmodal Group	Rebel Payments, Mobility & Insights	Sidetool LLC
1. <u>Proposer's Experience and Past Performance</u> Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, in accordance with Section 5.1	250	210	200	200	50 100 G.A.
2. <u>Key Personnel and Subcontractors Performing Services</u> Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	150	150	150	50
3. <u>Proposed Approach</u> Proposer's approach to providing the Scope of services (Attachment A), in accordance with Section 5.3	250	220	200	180	100 100 25 G.A.
4. <u>Tools and Technology Proficiency</u> Ability to utilize appropriate tools, platforms, and technology to execute the project efficiently and effectively, in accordance with Section 5.4	150	150	120	150	50
TOTAL TECHNICAL POINTS	800	730	670	680	300 175 G.A.
TOTAL FINANCIAL POINTS	200	180	180	170	50
5. <u>Proposal Price Schedule</u> Proposer's price offer to the County, in accordance with Attachment C, Proposal Price Schedule.	1000	910	850	850	300 225 G.A.
TOTAL POINTS					


 Name (Sign)

08/06/2025
 Date

2697 2353 2521 390

- ①
- ③
- ②
- ④

RFP NO. EVN0023179
 FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT
 EVALUATION 1

COMMITTEE MEMBER NAME: Yonimon
 (Print Name)

EVALUATION CRITERIA	Maximum Points	PROPOSERS				TOTAL POINTS
		NIN Systems Consultants, Inc.	Osmodal Group	Rebol Payments, Mobility & Insights	Sidatool LLC	
1. <u>Proposer's Experience and Past Performance</u> Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, in accordance with Section 5.1	250	250	190	250	25	
2. <u>Key Personnel and Subcontractors Performance Services</u> Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	150	90	150	15	
3. <u>Proposed Approach</u> Proposer's approach to providing the Scope of services (Attachment A), in accordance with Section 5.3	250	200	160	150	25	
4. <u>Tools and Technology Proficiency</u> Ability to utilize appropriate tools, platforms, and technology to execute the project efficiently and effectively, in accordance with Section 5.4	150	150	110	150	15	
TOTAL TECHNICAL POINTS	800	750	490	700	80	
TOTAL FINANCIAL POINTS	200	200	180	200	20	
5. <u>Proposal Price Schedule</u> Proposer's price offer to the County, in accordance with Attachment C, Proposal Price Schedule.	1000	950	670	900	100	
TOTAL POINTS						

Name (Sign) Yonimon

Date 07/18/2025



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 17, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)

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 ____, majority plus one ____, 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) ____, 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)(1)
3-17-26

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0023179, FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT, TO NITI SYSTEMS CONSULTANTS, INC. IN THE AMOUNT OF \$1,249,205.00 FOR AN INITIAL THREE-YEAR TERM, WITH ONE, TWO-YEAR OPTION TO RENEW FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH WAS ADDED TO THE PEOPLE’S TRANSPORTATION PLAN IN NOVEMBER 2024

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. EVN0023179, Fare Collection Implementation Project Oversight, to Niti Systems Consultants, Inc. in the amount of \$1,249,205.00 for an initial three-year term, with one, two-year option to renew for the Department of Transportation and Public Works.

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

Section 3. This Board authorizes the use of \$1,249,205.00 of Charter County Transportation Surtax Funds for this project for the Department of Transportation and Public Works, which was added in November 2024 to the FY 2024-28 Five-Year Implementation Plan of the People’s Transportation Plan.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

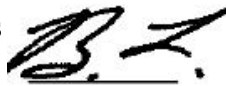
The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of March, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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.



Bruce Libhaber

**RFP NO. EVN0023179
FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT
EVALUATION 1**

Evaluation of scores (Variance)

FIRM'S NAME	EVALUATION CRITERIA	Maximum Points Per Member	Committee Members				Average	Low Disparity	High Disparity
			Yvon Mon	Toni Phangsang	German Arenas				
Niti Systems Consultants, Inc.	1. Proposer's Experience and Past Performance Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, in accordance with Section 5.1	250	250	210	210	210	223.33	149.63	297.03
	2. Key Personnel and Subcontractors Performing Services Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	150	130	150	150	143.33	96.03	190.63
	3. Proposed Approach Proposer's approach to providing the Scope of services (Attachment A), in accordance with Section 5.3	250	200	217	220	220	212.33	142.26	282.40
	4. Tools and Technology Proficiency Ability to utilize appropriate tools, platforms, and technology to execute the project efficiently and effectively, in accordance with Section 5.4	150	150	120	150	150	140.00	93.80	186.20
	5. Proposal Price Schedule Proposer's price offer to the County, in accordance with Attachment C, Proposal Price Schedule.	10	200	150	180	180	176.67	118.37	234.97
Osmondal Group	1. Proposer's Experience and Past Performance Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, in accordance with Section 5.1	250	190	200	200	200	196.67	131.77	261.67
	2. Key Personnel and Subcontractors Performing Services Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	90	117	150	150	119.00	79.73	158.27
	3. Proposed Approach Proposer's approach to providing the Scope of services (Attachment A), in accordance with Section 5.3	250	100	216	200	200	172.00	115.24	228.76
	4. Tools and Technology Proficiency Ability to utilize appropriate tools, platforms, and technology to execute the project efficiently and effectively, in accordance with Section 5.4	150	110	129	120	120	119.67	80.18	159.16
	TOTAL FINANCIAL POINTS	10	180	150	180	180	170.00	113.90	226.10
	1. Proposer's Experience and Past Performance Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, in accordance with Section 5.1	250	250	215	200	200	221.67	148.52	294.82

**RFP NO. EVN0023179
FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT
EVALUATION 1**

Evaluation of scores (Variance)

FIRM'S NAME	EVALUATION CRITERIA	Maximum Points Per Member	Committee Members				Average	Low Disparity	High Disparity
			Yvon Mon	Toni Phangsang	German Arenas				
Rebel Payments, Mobility & Insights	2. Key Personnel and Subcontractors Performing Services and Key personnel. In accordance with Section 5.2	150	150	142	150	147.33	98.71	195.95	
	3. Proposed Approach Proposer's approach to providing the Scope of services (Attachment A), in accordance with Section 5.3	250	150	159	180	163.00	109.21	216.79	
	4. Tools and Technology Proficiency Ability to utilize appropriate tools, platforms, and technology to execute the project efficiently and effectively, in accordance with Section 5.4	150	150	95	150	131.67	88.22	175.12	
	TOTAL FINANCIAL POINTS	10	200	160	170	176.67	118.37	234.97	
	5. Proposal Price Schedule Proposer's price offer to the County, in accordance with Attachment C, Proposal Price Schedule.	250	25	5	50	26.67	17.87	35.47	
Sideteool LLC	1. Proposer's Experience and Past Performance Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, in accordance with Section 5.1	250	25	5	50	26.67	17.87	35.47	
	2. Key Personnel and Subcontractors Performing Services Relevant experience and qualifications of company and key personnel, in accordance with Section 5.2	150	15	20	50	28.33	18.98	37.68	
	3. Proposed Approach Proposer's approach to providing the Scope of services (Attachment A), in accordance with Section 5.3	250	25	25	25	25.00	16.75	33.25	
	4. Tools and Technology Proficiency Ability to utilize appropriate tools, platforms, and technology to execute the project efficiently and effectively, in accordance with Section 5.4	150	15	5	50	23.33	15.63	31.03	
	TOTAL FINANCIAL POINTS	10	20	10	50	26.67	17.87	35.47	
	5. Proposal Price Schedule Proposer's price offer to the County, in accordance with Attachment C, Proposal Price Schedule.								

CONTRACT NO. EVN0023179
FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT

THIS AGREEMENT for the provision of fare collection implementation project oversight, made and entered into as of this _____ day of _____, 2026 by and between Niti Systems Consultants Inc., a corporation organized and existing under the laws of the State of Georgia, having its principal office at 4521 Bastion Drive, Roswell, Georgia 30075 (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 fare collection implementation project oversight, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0023179 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated June 18, 2025 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such fare collection implementation project oversight for the County, in accordance with the terms and conditions of this Agreement.

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ATTACHMENTS:

- APPENDIX A SCOPE OF SERVICES
- APPENDIX B PRICE SCHEDULE
- APPENDIX C RESOURCE ALLOCATION PLAN

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. The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
2. The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
3. The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
4. The word "Contractor" or "Consultant" to mean Niti Systems Consultants, Inc. and its permitted successors.
5. The word "Days" to mean calendar days.
6. 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.
7. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Proposal submission.
8. The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
9. The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
10. The words "Service" or "Services" to mean the provision of Fare Collection Implementation Project Oversight services in accordance with the Scope of Services.
11. The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
12. 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 the Contract, the order of precedence is as follows: 1) the Agreement (including appendices attached thereto); 2) Scope of Services (including exhibits attached thereto); 3) Contractor's proposal, and 4) Documents associated with RFP No. EVN0023179.

ARTICLE 3. RULES OF INTERPRETATION

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.
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. The words "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
4. The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
5. The words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
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, or affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- A. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- B. The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- C. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent as required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- D. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work that are necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- E. The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County under a fully executed Amendment to this Contract containing any updated scope, pricing, and terms and conditions as agreed upon by the Parties.

ARTICLE 5. CONTRACT TERM

- A. The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the third (3rd) year. The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement with one (1), two (2)-year Option to Renew, at the County's sole discretion.
- B. Contractor shall not commence Services hereunder until issuance of a Notice to Proceed (NTP), from the County Project Manager, which shall be issued at the earliest practical date after execution of the Agreement, including acceptance of any certifications, affidavits and evidence of insurance, as applicable to this Agreement. Contractor shall, upon receipt of the Notice to Proceed commence, with diligence, performance of the Work.
- C. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board"). The County agrees to continue to remit prorated

payment for any use of the Solution for the period of the extension.

ARTICLE 6. EXTENSION OF TIME

- A. 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:
- 1) 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
 - 2) The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
 - 3) 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
 - 4) The Contractor has provided a written request and other information to the County, as described in subsection (D) 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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 (A)(iv) above shall be a condition precedent to the Contractor's rights hereunder.
- G. 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.
- H. 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 7, *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 Article 12, *Pricing*, or to declare the Contractor in default.
- I. 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.

ARTICLE 7. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 18, *Extension of Time*, 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 8. EXTRA WORK/CHANGE REQUESTS

- A. Extra Work Definition. The County reserves the right to order changes or direct work that may result in changes to the amount, type or value of the Work shown in the Contract and are within the general scope of the Contract, but are outside of the provisions of the Scope of Services, in accordance with this Article. Any such changes that result in additions or reductions to the Work will collectively be known as "Extra Work."
- B. Extra Work Procedure. No Extra Work shall be performed except pursuant to a written Supplemental Agreement issued by the County expressly authorizing the performance of such Work and explicitly declaring the intention of the County to treat the Work described therein as Extra Work. In the absence of such a Supplemental Agreement, if the County Project Manager shall direct, order or require any work, whether orally or in writing, which the Contractor deems to be Extra Work, the Contractor shall give written notice to the County Project Manager stating why the Contractor deems it to be Extra Work and shall not perform any Extra Work until such time a Supplemental Agreement has been executed.
- C. Scope Changes Definition. When either party identifies the need for a change in Appendix A, *Scope of Services* ("Scope Change"), a change review process will be initiated by the requesting party in order to determine the appropriate authority to review and approve the change and to determine whether such change constitutes Extra Work. Changes may include, but are not limited to, the following:
- 1) Any change that impacts Appendix B, *Price Schedule*
 - 2) Any changes that impacts the Implementation Timeline
 - 3) Any changes that impact staffing levels for either party
 - 4) Any changes to any Deliverable or required Service listed in the Scope of Services
- D. Contractor Change Requests. Upon identification by the Contractor, the Scope Change request will be submitted to the County's Project Manager for review and determination of the appropriate authority. The County may request feedback or additional information from a Contractor Project Manager regarding any change requested. Following review, the County Project Manager will notify a Contractor Project Manager of the appropriate authority level in accordance with the governance structure outlined in the Scope of Services. In the event that a change request is determined, by the County in its reasonable discretion, to be a material contractual impact or is determined to be Extra Work, appropriate approval may be sought from the County Mayor or Designee, or the Board of County Commissioners. Contractor shall not perform work on any Scope Change, as defined in this paragraph, until such time a mutually agreed upon Supplemental Agreement has been executed. However, minor changes that do not impact cost, overall project schedule, or overall functionality may be approved by the County's Project Manager do not constitute Extra Work and shall be captured in the associated status report and/or Project Plan.
- E. County Change Requests. Upon identification by the County, the Scope Change request will be submitted to the Contractor's Project Manager for review. The Contractor may request feedback or additional information from the County regarding any change requested to determine if such change constitutes Extra Work as defined in the Agreement. Following review, the Contractor will notify the County of any potential cost and schedule impacts in accordance with provisions of this Article. Contractor shall not perform work on any Scope Change, as defined in this paragraph, until such time a mutually agreed upon Supplemental Agreement has been executed.
- F. For avoidance of doubt, Services not explicitly stated in the Scope of Services, but reasonably required to be performed by Contractor in order to successfully perform the Work shall not be considered Extra Work or be subject to additional compensation by the County.
- G. The provisions of the Contract relating to the Work and its performance shall apply without exception to Extra Work and the performance thereof, except as otherwise provided in a written Supplemental Agreement between the Contractor and the County.

ARTICLE 9. 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
Department of Transportation and Public Works
Attention: German A. Arenes
Phone: (786) 469-5254
E-mail: German.Arenes@miamidade.gov

and,

- b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: CPO@miamidade.gov

(2) To the Contractor

Niti Systems Consultants, Inc.
4521 Bastion Drive
Roswell, Georgia 30075
Attention: Jignesh Patel
Phone: (404) 509-3055
E-mail: jpatel@nitisys.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 10. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

- A. The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be in accordance with the Appendix B, *Price and Payment Schedule*. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.
- B. All payments are inclusive of Federal, state, local and foreign taxes, levies and assessments. Each Party shall be responsible for its own taxes (whether Federal, state or local), together with all governmental filings related thereto, which arise out of the Solution rendered hereunder.

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

ARTICLE 11. METHOD AND TIMES OF PAYMENT

- A. The Contractor shall bill the County periodically in accordance with the payment terms established in Article 12 below. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises ("SBEs"), 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 the Public Health Trust (the "Trust") shall be forty-five (45) days from receipt of a proper invoice. Notwithstanding the foregoing, all fees payable to the Contractor shall be due sixty (60) days from receipt of a proper invoice and the Contractor shall not charge any late payment interest until after such sixty (60) day period has elapsed. All payments due from the County or the Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Trust.
- B. In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, 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.
- C. Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as instructed by the County Project Manager.
- D. The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 12. PRICING

- A. The Contractor's Lump Sum price shall remain fixed for the term of the Contract unless otherwise adjusted in accordance with Paragraph B below, including any extension periods, pursuant to the amounts of Appendix B and service obligations stipulated by Appendix C, Resource Allocation Plan. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.
- B. The County reserves the right to order from the Contractor additional services in support of the Scope of Services, subject to the fair and reasonable determination of applicable costs, as mutually agreed by the parties and as amended into the contract via a contract modification, in accordance with Article 8, *Extra Work/Change Requests*

ARTICLE 13. 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 fees which may be issued 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.

Contractor shall furnish to the Miami-Dade County, Strategic Procurement Department, 111 NW 1st Street, 13th Floor, Miami FL 33128-1987, Certificate(s) of Insurance which indicates 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 \$1,000,000 per occurrence, and \$2,000,000 in the aggregate not to exclude Products & Completed Operations. 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 \$1,000,000 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 and third-party liability, in an amount not less than \$1,000,000 per claim. All insurance shall be written on an occurrence basis. Professional and Cyber liability may be written on a claims-made basis. Any applicable retroactive dates shall precede agreement date.

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.

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1ST STREET, SUITE 2340
MIAMI, FL 33128**

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

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

ARTICLE 14. MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. Subject to the Limitation of Liability provision found in this Contract, the Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- C. The Contractor 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.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- E. The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 15. 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.

During the Term and for a period of two (2) years thereafter, County will not directly recruit or offer employment to any officers, agents, representatives or employees of Contractor that directly perform any Work for the County, without the prior written consent of the Contractor. This clause does not apply to any Contractor employee answering a general solicitation from the County.

ARTICLE 16. 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 or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 17. AUTHORITY OF THE COUNTY PROJECT MANAGER

- A. 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. If the Contractor determines the order of the Project Manager results in a change to the Contractor's costs or an adverse impact to the project schedule, the Contractor shall have the right to claim the change(s) as Extra Work, in accordance with the provisions of Article 8, *Extra Work/Change Requests*.

- B. The Contractor must 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 provisions of Article 18, *Dispute Resolution*.

ARTICLE 18. DISPUTE RESOLUTION

- A. The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal or the effective date of this Agreement; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the Parties authorize the DTPW Director 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 DTPW Director'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 DTPW Director within ten (10) days of the occurrence, event or act out of which the dispute arises.
- E. The DTPW Director 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 DTPW Director 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 DTPW Director 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 DTPW Director 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 DTPW Director, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- F. This Article will survive the termination or expiration of this Agreement.

ARTICLE 19. FORCE MAJEURE

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

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

ARTICLE 20. MUTUAL OBLIGATIONS

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

ARTICLE 21. 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 Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 22. FINANCIAL AUDITS

- A. The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.
- B. 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.
- C. Contractor will have the right, during normal business hours and upon reasonable notice, to have an independent firm audit the construction capital spend model, the amount of Annual Capital Spend that the County has incurred. The audit will be conducted at the Contractor's expense, unless it reveals that the County has not complied in which case the County will (i) reimburse Contractor for all reasonable costs and expenses incurred by Contractor regarding such audit; and (ii) pay Contractor any annual license fee underpayment disclosed by the audit. In lieu of an audit, the County may provide the County's Annual Capital Spend via a publicly published budget.

ARTICLE 23. SUBSTITUTION OF PERSONNEL

- A. Notwithstanding employment changes outside of the Contractor's control, such as sickness, jury duty, changes in employment status, personal hardship, military deployment, or other material changes, the Contractor agrees to avoid replacing or reassigning

any Key Personnel under this Agreement, pursuant to the paragraph below. But for the aforementioned employment changes, the Contractor may not substitute any Key Personnel specifically identified as providing services in connection with the Contract without the County's written approval of the substitution and of the replacement employee.

- B. In the event the Contractor wishes to substitute Key Personnel for a reason not related to an employment change, 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. In the event of an employment change, the Contractor may assign an interim replacement employee for a period not to exceed thirty (30) days. The Contractor must provide to the County the resume and any other applicable qualifying credentials of the replacement employee. A replacement employee must possess equal or superior skills, qualifications, and experience as the employee being replaced. The County reserves the right to conduct interviews, check references, or use any other means the County deems appropriate.
- C. Effective the date of the County's receipt of the substitution request, the County shall have five (5) business days to review the resume and credentials of the replacement employee and issue a written approval or statement of non-qualification. If the County does not issue a response to the request for a replacement within the time limits set forth, the Contractor's proposed replacement shall become effective ten (10) business days after the County's receipt of the request. All costs associated with the substitution of personnel shall be borne by the Contractor.

ARTICLE 24. 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 25. SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Work performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- C. Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- E. The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. 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 26. 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 speculative predictions of future events the County makes no representations or guarantees; 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 27. 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 28. TERMINATION AND SUSPENSION OF WORK

- A. This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 29) and fails to cure said Event of Default (as delineated below in Article 29), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- B. This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- C. If County terminates this Agreement for cause under Article 28(A) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- D. The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- E. In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- F. In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- G. All compensation pursuant to this Article are subject to audit.
- H. In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 29. EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

- i. the Contractor has not delivered Deliverables, Services, or Work 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 Work;
- 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 or certifications stated herein; or.
- viii. data breach

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. 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 30. 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: (1) immediately, if the default is of the type that needs to be cured on an emergency basis as deemed by the County, or; (2) if not emergency type of default, within a thirty (30) day period. If the condition for default is not cured within the time limit set forth, this Agreement with the County may be terminated. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 31. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including

but not limited to a refund of any prepaid, but unused fees.

The Contractor shall also remain liable for any liabilities, damages, 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 32. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 33. CONFIDENTIALITY

- A. All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute County Confidential Information and may not, without the prior written consent of the County or expressly agreed upon in this Contract, 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 County Confidential Information and shall be subject to all the requirements stated herein. Except as expressly agreed upon in this Contract, 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 County Confidential Information without the prior written consent of the County.
- B. The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such County 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 County 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 County Confidential Information.
- C. In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the

Services performed hereunder, the Contractor shall immediately turn over to the County all such County 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.

- D. Contractor Confidential Information shall mean any information or documentation provided by the Contractor that falls into an exception of the Florida Public Records law.
- E. Notwithstanding the foregoing, Contractor Confidential Information shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the County; (ii) was in the County's possession at the time of disclosure without violation of any confidentiality restriction and without any restriction on the County's further use or disclosure; or (iii) is independently developed by the County without use of the disclosing Party's Confidential Information. For purposes of clarity, Confidential Information shall mean information in any median including hard copy, electronically stored or stored in any other means or manner.
- F. The County shall maintain Confidential Information of the Contractor with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The County shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the Contractor of which the receiving party becomes aware.
- G. The County shall not use Confidential Information of the Contractor for any purpose other than in furtherance of this Agreement and the activities described herein. The County may disclose Confidential Information of the Contractor only to those persons who have a need to know such Confidential Information (including County's authorized users to the extent necessary to enable them to use the Licensed Software as intended) and shall make commercially reasonable efforts to have such persons respect the confidentiality of the Confidential Information.

ARTICLE 34. PROPRIETARY INFORMATION

- A. 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").
- B. 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.
- C. 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 third-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.
- D. 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 35. PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation

on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

ARTICLE 36. AVAILABILITY OF CONTRACT TO GOVERNMENT ENTITIES

Although this Contract identifies one County Department, it is hereby agreed and understood that any County department, County agency, or other Governmental Entity in the United States may avail itself of this contract and purchase any and all Products and/or Services provided by Contractor at the price(s) negotiated specifically for that Governmental Entity. Under these circumstances, a separate Statement of Work shall be issued requesting the Products and/or Services, which identifies the requirements of the additional County department(s).

ARTICLE 37. VENDOR REGISTRATION/CONFLICT OF INTEREST

A. Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

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

B. Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 38. 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 39. LOCAL, STATE, AND FEDERAL 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 of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- 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 Ordinance".
- 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) 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).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" 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 40. NONDISCRIMINATION

- A. During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, 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.
- B. 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 52. CONFLICT OF INTEREST

The Contractor represents that:

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

ARTICLE 41. 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 other than in furtherance with the Work performed by Contractor with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- C. Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers will not represent, directly or indirectly, that any Work, Solution or Service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 42. BANKRUPTCY

The County may terminate this contract for cause, 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 43. 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 44. 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 29 of this Contract.

ARTICLE 45. 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 46. FIRST SOURCE HIRING REFERRAL PROGRAM

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

For purposes of compliance with the immediately preceding paragraph, the County acknowledges and represents the following:

- i A "vacancy arising under a County contract" shall mean a position that meets the following criteria: (1) the position is created and necessary because the County and Contractor have entered into this Agreement (i.e., but for such Agreement, no such position would have been created); (2) the position would require performance by a person within the physical boundaries of Miami-Dade County, Florida; and (3) the parties specifically identify the position along with the applicability of the requirements in this Article.
- ii Reports shall only be required for those quarters where a vacancy arising under this Agreement occurs, and reported information shall be limited to that permitted by applicable laws.
- iii In no event shall this Article be construed to require the Contractor to create a position where the Contractor would not have a business need for such position.
- iv The determination of whether a particular candidate is suitable is solely within the Contractor's reasonable discretion.

ARTICLE 47. 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

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

ARTICLE 48. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

- A. By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)
- B. If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.
- C. In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.
- D. Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 49. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

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

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

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

ARTICLE 50. 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 date shown on the first page of the Agreement.

Niti Systems Consultants, Inc.

Miami-Dade County

By: *[Signature]*

By: _____
For

Name: Jignesh Patel

Name: Daniella Levine Cava

Title: Owner and CEO

Title: Mayor

Date: 10-30-2025

Date: _____

Attest: *Steve Norton*
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney



APPENDIX A

Contract No. EVN0023179

FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT

SCOPE OF SERVICES

MIAMI-DADE COUNTY:
Department of Transportation and Public Works

FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT

A. Project Overview

Miami-Dade County Department of Transportation and Public Works (DTPW) is embarking on two (2) pivotal projects: the implementation of Fare Collection Equipment (FCE) and a new Fare Collection Application (FCA). To modernize and replace the County's existing fare collection systems and related customer-facing applications.

The Fare Collection Equipment project is being implemented in multiple phases:

- **Phase 1 – South Dade Transitway Fare Collection Equipment Implementation:** The South Dade Transit Way will include 14 Bus Rapid Transit (BRT) stations along a 22 mile corridor, including two terminal stations at each end, and fare gates, ticket vending machines (TVMs), and fareboxes. An initial integration was developed with the legacy Cubic NextFare system, upon FCA availability, that integration shall be replaced with integration to the FCA in accordance with the County's project schedule.
- **Phase 2 – Bus Farebox Replacement:** Replacement of existing fareboxes across the entire bus fleet with new Fare Collection Equipment.
- **Phase 3 – Metrorail Station Fare Collection Equipment Replacement:** Replacement of station equipment (TVMs, Faregates, etc.) in all existing Metrorail stations.

Simultaneously, the implementation of the Fare Collection Application will include:

- System design and configuration to replace the County's existing legacy fare collection software, Transit Store website, and integration with the GO Miami-Dade Transit mobile application.
- Integration and Testing with existing County infrastructure and approved third parties.
- Deployment and Training across all transit modes.
- Data Migration from legacy systems, ensuring preservation of data integrity and continuity.
- Post Go-Live Support during the stabilization period defined in the FCA and FCE contracts.
- Sunset of Legacy Fare Systems, including decommissioning and secure data handling, as directed by the County.

B. Objective

The Contractor shall be responsible for overseeing and ensuring the successful implementation and integration of the FCE and FCA, ensuring compliance with all technical standards, business requirements, and project objectives. This includes ensuring the project is delivered on time and within budget while maintaining high-quality standards and achieving stakeholder and customer satisfaction.

While the FCE and FCA vendors will have their own dedicated Project Managers to manage their respective deliverables, the Contractor shall serve as the central oversight and integration coordinator, ensuring that all components function cohesively across multiple vendors and DTPW business stakeholders.

The Contractor shall be responsible for, at a minimum:

- Coordinating integration efforts between the FCE and FCA vendors to achieve fully functional and compatible systems operations.
- Monitoring vendor compliance with contractual obligations, technical specifications, and project requirements.
- Facilitating stakeholder engagement by implementing a communication plan approved by the County, to ensure clear communication between vendors, DTPW, and other key parties.
- Identifying and mitigating risks that may impact project timelines, budget, or system performance.
- Ensuring alignment between the technical implementation and the operational needs of DTPW.

The Contractor will not be responsible for the direct management of vendor teams but shall serve as the primary entity ensuring the overall success of the system-wide implementation by managing integration challenges, escalating risks, and maintaining accountability across all parties.

C. Responsibilities

1. Detailed Program Management:

- Develop and maintain a comprehensive project charter, including a detailed timeline with key milestones, deliverable deadlines, and review points for each project phase, and outlining critical dependencies and assumptions, subject to County approval.
- Establish a robust governance structure that includes a County-approved communication and escalation policy to address issues promptly. This policy shall

ensure that the roles and responsibilities of all participating County departments and the Owner's Representative are clearly defined.

- Create a RACI (Responsible, Accountable, Consulted, Informed) matrix to ensure clear alignment of roles and responsibilities among all stakeholders involved in the project.

2. Specific Stakeholder Coordination and Communication:

- Create a stakeholder engagement plan detailing the roles, communication frequencies, and specific information needs of each stakeholder, including a system for tracking and incorporating stakeholder feedback to improve project alignment and outcomes, for County review and approval.
- Organize and coordinate bi-weekly operational meetings with vendors and monthly strategic meetings with senior DTPW management. These meetings shall facilitate project updates and discussions, escalate critical risks, resolve issues, and make key decisions to ensure project alignment and successful execution. Thorough documentation of outcomes, action items, and stakeholder feedback shall be prepared and submitted to the County to ensure continuous project refinement.

3. Technical Specifications and Quality Oversight:

- Ensure adherence to the technical acceptance criteria defined in the Fare Collection Equipment and Fare Collection Application contracts, verifying compliance with international standards such as International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 18000-63 for hardware and ISO/IEC 25010 for software quality.
- Conduct monthly quality audits and compliance tracking to ensure all project components meet the set standards. Implement a structured process to address and correct any gaps identified during these audits, involving relevant stakeholders to ensure timely resolutions and maintain project integrity.
- Provide oversight and support to Project Manager's and offer strategic guidance, resources, and support to Project Managers, holding them accountable for delivering on project milestones. Ensure effective resolution of risks, maintenance of quality standards, and fostering effective communication with all stakeholders.

4. Comprehensive Risk and Contract Management:

- Develop and maintain a risk register to identify potential project risks, their impact, likelihood, and mitigation strategies, updated monthly, and submit such register to the County for review.
- Oversee all contract management activities, ensuring adherence to Federal Acquisition Regulations (FAR) guidelines and monitor contractor performance through a specific checklist, as approved by the County.

5. Training and Operational Readiness:

The Contractor shall collaborate closely with DTPW to identify key personnel requiring training, coordinate scheduling, and manage logistics to ensure the successful execution of training sessions by the FCE and FCA vendors. This includes ensuring that vendors have the necessary information to tailor training programs appropriately for DTPW staff, covering operational, technical, and customer service components.

Additionally, the Contractor shall oversee the development of an Operational Readiness Checklist to confirm that all system components are fully functional and that DTPW staff have completed the necessary training and are proficient in their roles before launch.

6. Change Management and Control

- Establish a Change Request Process and implement a structured process for submitting, reviewing, and approving change requests. Ensure all modifications to project scope, timeline, or budget are thoroughly documented and evaluated for their impact on the project.
- Form a Change Control Board consisting of representatives of DTPW leadership, County departments, and the Owner's Representative. This board shall review and approve all significant project changes, ensuring they align with strategic goals and minimize risks.

7. Marketing Collaboration and Customer Transition:

In coordination with the County, collaborate with the DTPW Marketing Division to develop and execute a customer transition deployment and communication plan, ensuring effective integration of marketing strategies and customer service enhancement as part of the overall project delivery.

8. Detailed Evaluation and Reporting:

- Generate comprehensive reports detailing project status, achievements, budget utilization, and forward-looking risks and opportunities, and submit such reports in accordance with the County's reporting schedule.


D. Deliverables

- **Integrated Project Management Plan:** Shall include detailed Gantt charts, resource allocation models, stakeholder maps, and separate technical and business plans to ensure comprehensive project oversight and shall be submitted to the County for review and approval prior to commencement of project activities.
- **Monthly Progress Reports:** Shall include analysis of schedule, budget performance, quality audits, risk assessments, stakeholder feedback, and updates on both technical and business plan executions, in accordance with the County's reporting schedule.
- **Governance Structure:** A framework that defines the roles, responsibilities, decision-making processes, and authority levels within the program, subject to County approval. The Contractor shall implement the approved governance structure to ensure consistency, accountability, and alignment with program objectives.
- **Program Charter:** A document that authorizes the program, outlining objectives, scope, stakeholders, and high-level requirements, and shall be submitted to the County for approval.
- **Resource Plan:** A document detailing the resources (human, financial, equipment) needed to complete the program, submitted for County review and approval.
- **Risk Management Plan:** A plan to identify, assess, and manage potential risks throughout the project lifecycle, updated monthly and submitted to the County.
- **Budget:** A document tracking budgeted costs versus actual expenditures for resources, labor, and materials, updated and submitted monthly.
- **Stakeholder Register:** A list of all individuals or groups involved in the program, including their interests and impact, maintained and updated throughout the project lifecycle.
- **Communication Plan:** A strategy for ensuring consistent and effective communication with all stakeholders throughout the program, approved by the County prior to implementation.
- **Change Management Plan:** A structured approach to managing project changes, ensuring they are documented and assessed, and approved by the County prior to implementation.

- **Final Implementation Review Document:** A report providing a thorough assessment of project success against initial objectives, with separate evaluations of technical and business outcomes, lessons learned, and recommendations for future projects, submitted within thirty (30) days of project completion.
- **Business Process Mapping:** Process maps detailing key processes, inputs, outputs, and decision points to ensure clarity, efficiency, and alignment across the organization, submitted to the County for review and approval.

Appendix B

Rev 9.29.25

	CONTRACT NO. EVN0023179
	PRICE SCHEDULE
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	
Fare Collection Implementation Project Oversight	

Item No.	Milestone Description	Unit	Total Amount	
1	Lump sum, firm fix price for providing all specified services	EA	\$849,205.00	
Item No.	Milestone Description - (Payment Upon County Acceptance of each Milestone)	Unit	% of total cost for services (100% total)	Milestone amount
2	Acceptance of Program Charter and Preliminary Timeline	EA	5.00%	\$42,460.25
3	Acceptance of Integrated Project Management Plan, including Governance Structure, Resource Plan, Risk Management Plan, Stakeholder Register, Communciation Plan and Change Management Plan.	EA	12.50%	\$106,150.63
4	Acceptance of December 2026 Phase 1 Progress Meeting Minutes, acceptance of updated timeline, updated risk register and resource plan.	EA	5.00%	\$42,460.25
5	Acceptance of Draft of Business Process Mapping.	EA	12.50%	\$106,150.63
6	Acceptance of March 2027 Phase 1 Progress Meeting Minutes, acceptance of updated timeline, updated risk register and resource plan.	EA	7.50%	\$63,690.38
7	Acceptance of Phase 1 Activities. Acceptance of updated Phase 2 and 3 timeline, risk register and resource plan. Acceptance of updated Business Process Mapping.	EA	12.50%	\$106,150.63
8	Acceptance of the December 2027 Phase 2 Progress Review Meeting minutes, acceptatnce of the updated timeline, acceptance of the updated risk register and resource plan.	EA	7.50%	\$63,690.38
9	Acceptance of the March 2028 Phase 2 Progress Review Meeting minutes, acceptance of the updated timeline, risk register and resource plan.	EA	7.50%	\$63,690.38
10	Acceptance of Phase 2 Activities, acceptance of the updated Phase 3 timeline, risk register and resource plan. Acceptance of Final Business Process Mapping.	EA	10.00%	\$84,920.50
11	Acceptance of the December 2028 Phase 3 Progress Review Meeting minutes, acceptance of the updated Phase 3 timeline, risk register and resource plan.	EA	7.50%	\$63,690.38
12	Acceptance of the March 2029 Phase 3 Progress Review Meeting, acceptance of the updated Phase 3 timeline, risk register and resource plan.	EA	7.50%	\$63,690.38
13	Acceptance of All Phases Activities - Estimated End of June 2029.	EA	5.00%	\$42,460.25

APPENDIX C
FARE COLLECTION IMPLEMENTATION
PROJECT OVERSIGHT
CONTRACT NO.EVN0023179

Appendix C Prepared by the Niti Systems Consultants team for:



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Resource Allocation Plan

The table below described our planned labor allocation:

Milestone #	Description	Deliverables	Estimated Hours	Rationale	Dependencies
2	Acceptance of Program Charter and Preliminary Timeline.	<ul style="list-style-type: none"> Kickoff Presentation Initial Charter and Consolidated Schedule 	168	The delivery of the Program Charter will ensure alignment between the parties. Using the FCA/FCE project schedule, the NSC team will present the overall timeline with preliminary analysis of the project risks/opportunities. It will be the opportunity for the NSC team to identify the project stakeholders, the resources assigned to the project to inform the next deliverables.	DPTW to deliver FCE and FCA delivery schedule and other related documents as available 2 weeks prior to kickoff.
3	Acceptance of Integrated Project Management Plan, including Governance Structure, Resource Plan, Risk Management Plan, Stakeholder Register, Communication Plan and Change	<ul style="list-style-type: none"> Comprehensive Project Manag. Plan 	640	The timely delivery of the Integrated Project Management Plan is critical to establishing a strong foundation for the Project Oversight. These deliverables collectively define how decisions are made, risks are mitigated, resources are deployed, and stakeholders are engaged. They ensure alignment across all parties, enable proactive management, and provide the structure needed to support a complex, multi-phase implementation from day one.	DPTW to deliver FCE and FCA respective Project Management Plan 2 weeks after kickoff meeting.
4	Acceptance of December 2026 Phase 1 Progress Review Meeting minutes, acceptance of updated timeline, risk register and resource plan.	<ul style="list-style-type: none"> Monthly Reports Risk Register Update 	240	By the end of December 2026, approximately three months into the project, it is anticipated that the Conceptual Design will have been submitted by the FCA contractor. During this initial phase, the NSC team, in close collaboration with both the FCE and FCA project managers, will have conducted a thorough review of the FCA contractor's early deliverables. This includes assessing both technical and contractual compliance to ensure alignment with project requirements, design expectations, and integration dependencies. These early oversight activities are critical to identifying potential risks and setting a strong foundation for the subsequent design and implementation phases.	FCE and FCA project managers are delivering their initial analysis on the design and engage the NSC team as necessary to confirm compliance and review alternate proposals.
5	Acceptance of Draft of Business Process Mapping	<ul style="list-style-type: none"> Business Process Mapping - Draft 	352	Note: the Business Process Mapping deliverable will be submitted in draft form initially, recognizing that the FCE and FCA contractor design activities remain in progress and may necessitate revisions to ensure alignment with the final system design. Our scope related to Business Process Review will focus on 8 key stakeholder departments impacted by the fare collection system (refer to Business Process Mapping section). Through stakeholder interviews, we will capture information about current processes, and document in text form, to be used as the basis for developing future state business process flows. Using this foundation, we will evaluate how current processes are impacted/updated by the new Fare Collection System (FCE and FCA), review necessary adjustments, and develop future state business process flows. In case some processes were previously reviewed and impact-assessed during the FCE delivery, we will validate those assumptions, identify any gaps introduced by the new systems, and ensure the future state business process flows are aligned with implementation.	DTPW will make the necessary resources available to participate in stakeholder interviews and provide input as required.
6	Acceptance of March 2027 Phase 1 Progress Review Meeting minutes, acceptance of updated timeline, risk register and resource plan.	<ul style="list-style-type: none"> Monthly Reports Risk Register Update Initial collaboration on Training and Transition plans. 	420	We have assumed that the total number of future state business process flows to be developed, based on the above methodology, will not exceed fifty (50). At this stage, we anticipate that the design of the Fare Collection Application (FCA) will be approximately 90% complete. Our team will actively participate in ongoing project and stakeholder meetings, attending each at its designated cadence to maintain alignment with the broader program. As part of our oversight responsibilities, we will continuously monitor risks, opportunities, and schedule impacts, ensuring timely adjustments and coordination to support successful implementation and integration.	FCE and FCA project managers are delivering their analysis on the design and engage the NSC team as necessary to confirm compliance and review alternate proposals.

Milestone #	Description	Deliverables	Estimated Hours	Rationale	Dependencies
7	Acceptance of Phase 1 Activities. Acceptance of updated Phase 2 and 3 timeline, risk register and resource plan. Acceptance of updated Business Process Mapping.	<ul style="list-style-type: none"> Monthly Reports Risk Register Update Resource Update PMP Update Collaboration on Transition Plan and Training Plan Business Process Mapping Update 	520	This milestone will mark the completion of development and factory/testing of the FCA/FCE integration, indicating that the system is ready for limited deployment in a production environment. As the project transitions from testing to field implementation, the timeline for Phases 2 and 3 may require adjustment based on integration outcomes and field-readiness assessments. In parallel, the risk register will be reviewed and updated to reflect new risks, mitigations, and any emerging dependencies identified during this phase.	Transition Planning artifacts
8	Acceptance of December 2027 Phase 2 Progress Review Meeting minutes, risk register and resource plan.	<ul style="list-style-type: none"> Monthly Reports Risk Register Update 	360	This milestone completes the first quarter of the Open Payment deployment. Training has been updated and additional sessions have been led by the CA contractor. The System is live and under observation.	
9	Acceptance of the March 2028 Phase 2 Progress Review Meeting minutes, Update timeline, risk register and resource plan.	<ul style="list-style-type: none"> Monthly Reports Risk Register Update 	280	This milestone confirms the successful deployment of Open Payment.	
10	Acceptance of Phase 2 Activities. Acceptance of updated Phase 3 timeline, risk register and resource plan. Acceptance of Final Business Process Mapping.	<ul style="list-style-type: none"> Monthly Reports Risk Register Update Collaboration on Transition Plan Business Process Mapping Final Update 	320	This milestone marks the completion of the acceptance testing for Open Payment. Phase 3 risks and schedule may be adjusted. The Business Process Mapping document has been revised to reflect the processes associated with Phases 2 and 3.	
11	Acceptance of December 2028 Phase 3 Progress Review Meeting minutes, acceptance of updated Phase 3 timeline, risk register and resource plan.	<ul style="list-style-type: none"> Monthly Reports Risk Register Update 	260	This milestone completes the first quarter of the EASYCard+ deployment. Training has been completed.	
12	Acceptance of March 2029 Phase 3 Progress Review Meeting minutes, acceptance of updated Phase 3 timeline, risk register and resource plan.	<ul style="list-style-type: none"> Monthly Reports Risk Register Update 	140	This milestone confirms the successful deployment of EASYCard+.	
13	Acceptance of All Phases Activities - Estimated End of June 2029	<ul style="list-style-type: none"> Monthly Reports Closeout Report 	104	This milestone represents the successful completion of the FCA implementation. The System is live and has met the required KPI. The activities related to the sunsetting of the legacy system can commence. The Oversight Project is completed.	

Note: Milestones have been renumbered, beginning with Milestone 2, to ensure alignment with Appendix B – Price Schedule.

Price

Please refer to Appendix B – Price Schedule.

Assumptions

Business Process Mapping

Our scope related to Business Process Review will focus on 8 key stakeholder departments impacted by the fare collection system (refer to Business Process Mapping section)

- Through stakeholder interviews, we will capture information about current processes, and document in text form, to be used as the basis for developing future state business process flows. Using this foundation, we will evaluate how current processes are impacted/updated by the new Fare Collection System (FCE and FCA), review necessary adjustments, and develop future state business process flows.
- In case some processes were previously reviewed and impact-assessed during the FCE delivery, we will validate those assumptions, identify any gaps introduced by the new systems, and ensure the future state business process flows are aligned with implementation.
- As part of this effort, we will also evaluate resource requirements and training needs and provide recommendations to support a smooth transition and sustainable operations.
- We have assumed that the total number of future state business process flows to be developed, based on the above methodology, will not exceed fifty (50).

Invoicing

All deliverables will be reviewed by DTPW, with comments provided to the NITI Team within Fifteen (15) business days from the date of submittal. Only complete and approved invoices will be processed for payment.



Memorandum



Date: February 26, 2026

To: Honorable Anthony Rodriguez
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director 

Re: CITT AGENDA ITEM 7A:

RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST ("CITT") RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS APPROVE AWARD OF CONTRACT NO. EVN0023179, FARE COLLECTION IMPLEMENTATION PROJECT OVERSIGHT, TO NITI SYSTEMS CONSULTANTS, INC. IN THE AMOUNT OF **\$1,249,205.00** FOR AN INITIAL THREE-YEAR TERM, WITH ONE, TWO-YEAR OPTION TO RENEW FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS; AND AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38; AND AUTHORIZE THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF **\$1,249,205.00** FOR THIS PROJECT WHICH WAS ADDED TO THE PEOPLE'S TRANSPORTATION PLAN IN NOVEMBER 2024 (**BCC LEGISLATIVE FILE NO. 260032**)

On February 25, 2026, the CITT voted (8-1) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 26-003. The vote was as follows:

Mary Street, Esq., Chairperson – Aye
Hon. Peggy Bell, 1st Vice-Chairperson – Aye
Meg Daly, 2nd Vice-Chairperson – Aye

Omar K. Bradford, Esq. – Nay
Kenneth Kilpatrick – Aye
Miguel Murphy – Aye
Paul J. Schwiep, Esq. – Absent

Harry Hoffman – Aye
David Marin – Aye
Robert Ruano – Absent
Robert Wolfarth – Aye

c: Bruce Libhaber, Assistant County Attorney