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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# Memorandum

MIAMI-DADE COUNTY

**Date:** February 19, 2014

**To:** Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(F)(4)

**From:** Carlos A. Gimenez
Mayor

**Subject:** Recommendation for Approval to Award: Pay-on-Foot Parking Access and Revenue Management Solution

Resolution No. R-170-14

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of *RFP865* to LCN, Inc. d/b/a Consolidated Parking Equipment for the provision of a turn-key Pay-on-Foot Parking Access and Revenue Management Solution (Pay-on-Foot).

The Pay-on-Foot solution shall be used to upgrade and automate the Cultural Center, Hickman, and Overtown Transit Village parking garages, which are managed by the Internal Services Department (ISD). These garages currently have legacy parking systems in place that are not fully automated, not equipped to accept credit card payments, and require parking lot attendants to collect payments during garage operating hours. Additionally, phasing out the current obsolete system will avoid on-going maintenance costs, equipment breakdown which results in traffic congestion, poor customer satisfaction, and profit losses due to inefficiencies.

The Pay-on-Foot solution is expected to provide increased parking revenues, lowered personnel costs associated with automated operation of these parking garages, reduced maintenance costs associated with our existing system, and will enable ISD to more efficiently manage the parking operation with a system that is in line with current industry standards for parking operations. All of the parking facilities mentioned above are cash-only operations, and implementation of the Pay-on-Foot solution will allow for both cash and credit card payments. The increase in revenues as a result of Pay-on-Foot will cover the implementation costs.

The awarded vendor shall replace and upgrade existing parking access systems; install, integrate, and implement the new technology proposed within the Pay-on-Foot solution; and provide ongoing maintenance and support services throughout the contract term. The implementation of the Pay-on-Foot solution will be conducted in phases to minimize operational disruption and will be required to be fully tested, accepted, and implemented within six months of contract award.

## Scope

This impact of this item is countywide in nature.

## Fiscal Impact and Funding Source

The fiscal impact for the initial five-year term is $998,000. If the County chooses to exercise the two, five-year options-to-renew, the cumulative value will be $1,386,000 for a total contract term of 15 years. The allocation is budgeted as follows:

| Department | Allocation | Funding Source | Contract Manager |
|---|---|---|---|
| Internal Services | $998,000 | Internal Service Funds | Jerry Hall |
| **Total** | **$998,000** | | |

**Track Record/Monitor**
The contract is utilized by ISD and the contract manager is listed in the table above. Dakota Thompson, CPPB, of the Internal Services Department is the Procurement Contracting Officer.

**Delegated Authority**
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications and extensions in accordance with the terms and conditions of the contract.

**Vendor Recommended for Award**
A Request for Proposals (RFP) was issued under full and open competition on March 14, 2013. Two proposals were received. The Selection Committee recommended the highest-ranked proposer for award based on the criteria established in the RFP.

| Awardee | Address | Principal |
|---|---|---|
| LCN, Inc. d/b/a Consolidated Parking Equipment | 1501 NW 29 Street, Miami, FL | Lawrence Oliva |

**Vendor Not Recommended for Award**

| Proposer | Reason for Not Recommending |
|---|---|
| CTR Systems Parking, Inc. | Evaluation Scores/Ranking |

**Due Diligence**
Due diligence was conducted in accordance with the ISD's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

**Applicable Ordinances and Contract Measures**
- The two percent User Access Program provision applies and will be collected on all purchases.
- The Small Business Enterprise Selection Factor and Local Preference were applied in accordance with the Ordinances.
- The Living Wage Ordinance does not apply.

Edward Marquez
Deputy Mayor

# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

**DATE:** February 19, 2014

**FROM:** R. A. Cuevas, Jr.
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(4)

**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** |
| _____ | **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 ____, 3/5's ____, unanimous _____ ) 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(F)(4)
2-19-14

RESOLUTION NO. R-170-14

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AGGREGATE AMOUNT OF $1,386,000 WITH CONSOLIDATED PARKING EQUIPMENT, TO OBTAIN A TURN-KEY PAY ON FOOT PARKING ACCESS AND REVENUE MANAGEMENT SOLUTION FOR THE MIAMI-DADE INTERNAL SERVICES DEPARTMENT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP865

**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 this Board approves the execution of an agreement in the aggregate amount of $1,386,000 with Consolidated Parking Equipment, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

| | | | |
|---|---|---|---|
| Rebeca Sosa, Chairwoman | **aye** | | |
| Lynda Bell, Vice Chair | **aye** | | |
| Bruno A. Barreiro | **aye** | Esteban L. Bovo, Jr. | **aye** |
| Jose "Pepe" Diaz | **aye** | Audrey M. Edmonson | **aye** |
| Sally A. Heyman | **aye** | Barbara J. Jordan | **aye** |
| Jean Monestime | **aye** | Dennis C. Moss | **aye** |
| Sen. Javier D. Souto | **aye** | Xavier L. Suarez | **aye** |
| Juan C. Zapata | **aye** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of February, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: *Christopher Agrippa*
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

## PAY-ON-FOOT PARKING ACCESS AND REVENUE MANAGEMENT SOLUTION

THIS SOFTWARE LICENSE, EQUIPMENT, IMPLEMENTATION, INTEGRATION, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND CONSOLIDATED PARKING EQUIPMENT, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 1501 NW 29TH STREET, MIAMI, FL 33142 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has submitted a written proposal dated April 24, 2013 hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Pay-on-Foot Parking Access and Revenue Management Solution for the County, in accordance with the terms and conditions of this Agreement;

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

### ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 865 and all associated addenda and the Contractor's Proposal.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Consolidated Parking Equipment and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) 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 County's Project Manager; and similarly 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 County's Project Manager.

h) The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to the County in connection with the Software.

i) The words "Equipment" or "Devices" to mean the hardware products identified on Appendix A, "Scope of Services" to be provided by the Contractor to the County under this Agreement.

j) The word "Solution" to mean the complete Pay-on-Foot Parking Access and Revenue Management Solution inclusive of all software licenses, equipment, devices, and associated services as defined within the Scope of Services (Appendix A).

k) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

l) The word "Maintenance" to mean the product updates and product upgrades required for the County to achieve optimal performance of the Software as outlined in Appendix A, "Scope of Services."

m) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

n) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

o) The words "Software System" to mean the computer programs in machine readable object code form listed in Appendix A "Scope of Services" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement. Appendix A "Scope of Services" may be amended from time to time by the parties in writing.

p) The words "Support Services" to mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Software capabilities, as outlined in Appendix A, "Scope of Services."

q) 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.

r) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract

s) The word "3M" to mean the proprietary owner and developer of the licensed software offered through the Contractor as part of the Solution.

## ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Payment Schedule (Appendix B), 4) the Acceptance Criteria (Appendix C), 5) the Software Escrow Agreement (Appendix D), 6) Miami-Dade County's RFP No. 865 and any associated addenda and attachments thereof, and 7) the Contractor's Proposal.

## ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

## ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on

policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

## ARTICLE 5. CONTRACT TERM

5.1 The Agreement shall become effective on the date that is it is signed by the County or the Contractor, whichever is later and shall be for the duration of five (5) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for an additional two (2) five-year periods.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

## ARTICLE 6. GRANT OF LICENSE

6.1 License. Contractor agrees to provide the County with licensed Software System and Documentation in accordance with the provisions contained within this Agreement.

6.2 Contractor grants the County a limited, perpetual, non-transferable, non-exclusive license to use the licensed Software System and Documentation in accordance with the terms of this Agreement.

## ARTICLE 7. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) To the County Project Manager:**

Miami-Dade Internal Services Department
Facilities and Utilities Management Division
111 NW 1st Street, Suite 1300
Miami, Florida 33147

Attention: Andrew Burgess
Phone: (305) 375-1825
Fax: (305) 375-3914
E-mail: aburges@miamidade.gov

**and to the Agreement Manager:**

Miami-Dade County Internal Services Department
Procurement Management Services Division
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Dakota Thompson
Phone: (305) 375- 2356
Fax: (305) 375- 5688
E-Mail: dakota@miamidade.gov

**(2) To the Contractor:**

Consolidated Parking Equipment
1501 NW 29th Street
Miami, FL 33142

Attention: Larry Oliva
Phone: (305) 461-2770
Fax: (888) 268-3205
E-mail: loliva@consolidatedparking.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 8. DELIVERY**

8.1 Delivery of the Solution shall be in accordance with Appendix A "Scope of Services" and Appendix C "Acceptance Criteria" All services performed under this Agreement are contingent upon final acceptance by the County.

8.2 Documentation. The Contractor shall provide electronic copies of the associated Solution Documentation as provided by the developer of the Solution to the County upon final System acceptance.

**ARTICLE 9. SUPPORT AND MAINTENANCE SERVICES**

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

**ARTICLE 10. PROTECTION OF SOFTWARE**

10.1 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

10.2 Ownership. County further acknowledges that all copies of the Software System in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any

right, title, or interest to any such Software or copies thereof, except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

## ARTICLE 11. SOFTWARE MODIFICATIONS

11.1 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software System, and any and all Documentation relating to the Software and or enhancements/modification thereto.

## ARTICLE 12. IMPLEMENTATION SERVICES

a) The County shall accept or reject the Solution within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.

b) If the Contractor fails to provide deliverables within the time specified or if the Solution delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Solution or may accept any item of Solution and reject the balance of the delivered Solution. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Solution for such items of rejected Solution within fifteen (15) business days of Contractor's receipt of the County's rejection notice.

c) The Contractor shall bear the risk of loss or damage to delivered Solution until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test whether such loss or damage crises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.

d) Contractor agrees to install the Solution at the County's facilities outlined within Appendix A "Scope of Services". Contractor agrees to commence installation of the Solution according to the Project Timeline unless a different time for implementation is otherwise

mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services in accordance with the Implementation Schedule, so that such Solution is in good working order and ready for use by the dates set forth in the project timeline.

e) Contractor agrees to do all things necessary for proper implementation of the Solution and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work to complete Solution installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Solution as a turnkey project. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.

f) Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the scope of work , including, but not limited to, (a) system configuration; (b) interface development ; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 12.

g) Solution testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

**ARTICLE 13. TESTS**

The Contractor shall configure and program the Solution to conform to the Scope of Services. The software and associated equipment will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure Solution performance, the County's Project manager will coordinate all testing of the Solution and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

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

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

a) Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the software available for testing.

b) The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group with the County Project Manager.

c) The County will be granted five (5) business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet;

d) The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly;

e) Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties;

f) Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County.

## ARTICLE 14. REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Scope of Services, and as specified in Appendix C "Acceptance Criteria". The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

i. a written notification of the County's approval,

ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,

iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not

constitute approval.
Furthermore:

a) For each Deliverable made hereunder, the County shall have ten (10) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.

b) Unless an extension of time has been granted by the County pursuant to Article 38 "Extension of Time", within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.

c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:

- Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,

- Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.

d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

## ARTICLE 15. SOLUTION WARRANTY

The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance, that the Solution and all related components provided by the Contractor under the performance of this Agreement shall:

(i) Be free from defects in material a d workmanship under normal use and remain in good working order, wear and tear excepted;

(ii) Function properly and in conformity with the warranties in this Agreement;

(iii) Meet the performance standards set forth in the Scope of Work and the Original

Equipment Manufacture's published specifications.

(iv) During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Equipment and related Software provided.

During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Equipment provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.

In the event the Software does not satisfy the conditions of performance set forth in the Scope Of Services, Solicitation, and Contractor's proposal, the Contractor's obligation is to provide a Fix or a Work Around at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements set forth in the Scope Of Services, Solicitation, and Contractor's proposal, in the sole discretion of the County. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

## ARTICLE 16. THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Solution provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 15 "Solution Warranty".

## ARTICLE 17. PRICING, FEES, AND PAYMENT

17.1 Fees. The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract to deliver a complete Solution. The County shall pay the Fees or other considerations for the Solution as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable to the Contractor upon invoice as defined in Appendix B. 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.

17.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 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.

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

17.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. During the implementation of the Solution, the Contractor may bill the County based on the milestone payment schedule outlined within Appendix B "Price Schedule". All payments issued by the County upon acceptance and approval of the invoice terms will be based upon a Net 15 day payment. Once the Solution has been granted Final System Acceptance and the one-year warranty expires, all future payments shall be paid within Net 30 payment terms.

It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be fifteen days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County 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. Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade Internal Services Department
Facilities and Utilities Management Division
200 NW 1st Street, Suite 201
Miami, Florida 33128

Attention: Andrew Burgess
Phone: (305) 375-1825
E-mail: aburges@miamidade.gov

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

## ARTICLE 18. INDEMNIFICATION AND INSURANCE

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

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than $1,000,000 with a deductible per claim.

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 "B" as to management, and no less than "Class V" 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 Department of Financial Services and are members of the Florida Guaranty Fund.**

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

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 recommendation to award. If the insurance certificate is received within the specified time frame 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 be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

**ARTICLE 19. MANNER OF PERFORMANCE**

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

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

## ARTICLE 20. EMPLOYEES OF THE CONTRACTOR

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

b) Pursuant to Section 2-2092 of the County Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under this contract, shall make good faith efforts as determined by the County to fill a minimum of 50% of its employment needs under this contract through the South Florida Workforce Board, or other designated Referral Agency. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor shall provide quarterly reports to the Referral Agency indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected.

## ARTICLE 21. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

## ARTICLE 22. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the

Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

## ARTICLE 23. MUTUAL OBLIGATIONS

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

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

## ARTICLE 24. 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 Appendix A "Scope of Services". The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

## ARTICLE 25. AUDITS

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

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

## ARTICLE 26. SUBSTITUTION OF PERSONNEL

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

## ARTICLE 27. 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 28. 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 and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services 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 Services to be performed. Such Services 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 Services 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 29. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

## ARTICLE 30. 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 31. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

**ARTICLE 32. EVENT OF DEFAULT**

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

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

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

**ARTICLE 33. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

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

period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

## ARTICLE 34. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

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

## ARTICLE 35. 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 36. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

c) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

d) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

## ARTICLE 37. PROPRIETARY INFORMATION

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

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

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

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

**ARTICLE 38. PROPRIETARY RIGHTS**

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

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the

Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## ARTICLE 39. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***

   (Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***

   *(Section 2.8-1(d)(2) of the County Code)*

3. ***Miami-Dade Employment Drug-free Workplace Certification***

   *(Section 2-8.1.2(b) of the County Code)*

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***

   *(Section 2-8.1.5* of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***

   *(Section 10.38 of the County Code)*

6. ***Miami-Dade County Vendor Obligation to County Affidavit***

   *(Section 2-8.1 of the County Code)*

7. ***Miami-Dade County Code of Business Ethics Affidavit***

12. ***Subcontractor /Supplier Listing***
    *(Section 2-8.8 of the County Code)*

13. ***Environmentally Acceptable Packaging***
    *(Resolution R-738-92)*

14. ***W-9 and 8109 Forms***

    (as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may

*(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)*

8. ***Miami-Dade County Family Leave Affidavit***

*(Article V of Chapter 11 of the County Code)*

9. ***Miami-Dade County Living Wage Affidavit***

*(Section 2-8.9 of the County Code)*

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
*(Article 8, Section 11A-60 11A-67 of the County Code)*

11. ***Subcontracting Practices***
*(Ordinance 97-35)*

be used for searching and sorting departmental records

16. ***Office of the Inspector General***

(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***

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

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

## ARTICLE 40. INSPECTOR GENERAL REVIEWS

### Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

***Miami-Dade County Inspector General Review***

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided

below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) 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 41. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not

limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

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

## ARTICLE 42. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

## ARTICLE 43. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

## ARTICLE 44. 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;

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

## ARTICLE 45. BANKRUPTCY

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

## ARTICLE 46. GOVERNING LAW

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

## ARTICLE 47. COUNTY USER ACCESS PROGRAM (UAP)

**a) User Access Fee**

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

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

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

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

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

**c) Contractor Compliance**
If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 32 of this Contract.

## ARTICLE 48. 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.

## ARTICLE 49. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

## ARTICLE 50. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which in not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including

strikes of the Contractor's staff personnel), terrorism or war.

**ARTICLE 51. LIQUIDATED DAMAGES**

The County and Contractor hereby agree that the delivery of completion of project milestones as outlined in Appendix A, "Scope of Services" are the essence of this Contract. Should the completion date described in Appendix C, "Implementation Timeline," not be achieved by the time specified (or as subsequently modified by mutual agreement of the parties), there may be deducted at the County's election, not as a penalty but as liquidated damages of One Thousand Five Hundred Dollars ($1,500.00) per day for each and every calendar day of delay beyond the duration outlined in Appendix C.

Except with respect to defaults of Contractor's Subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the default or negligence of the Contractor, including delays resulting from the action or inaction of the County.

**ARTICLE 52. TECHNICAL SUPPORT PERFORMANCE PENALTIES**

The County has the option of assessing performance penalties for failure of the Contractor to meet the response and repair times required. Performance penalties will be applied at the following rates:

| Solution Issues *(POF/PIL/CPCC)* | Hourly Charge Per Facility | Peak Period Hourly Charge Per Facility |
|---|---|---|
| Response Time | $100 | $200 |
| Repair/Replacement Time | $200 | $300 |

Peak period shall be defined as Monday through Friday between the hours of 8 AM and 5 PM. The peak period resolution time requirement will be dependent upon the required repair, the circumstances affecting the Solution equipment, and the ability to perform the repairs without closing the lanes to traffic. The County will advise the Contractor in writing of its intent to assess performance penalties within 5 days of becoming aware of occurrence of any delay. The time frame for measurement of response time and the resolution time shall begin at the exact time the problem was reported to the Contractor. The time frame for the repair shall begin as soon as the Contractor arrives at the site or begins work on the problem. Partial hours may be treated as whole hours at the discretion of County, and performance penalty amounts may be withheld from payments.

**ARTICLE 53. ACTUAL DAMAGES**

In conditions in which the parking revenue losses cannot be recovered from transactions from the customers, the Contractor will be held responsible for the greater of lost revenue or performance penalties due to equipment failure. The Contractor will be held responsible for these lost revenues when (1) the Contractor has been informed of the problem and does not respond and/or repair within the specified time periods, or (2) when it is determined that the equipment failure is a result of Contractor negligence or intentionally wrongful act. The County reserves the right to estimate the amount of lost revenue and invoice the Contractor for that amount.

**ARTICLE 54. SECURITY**

Contractor shall implement commercially reasonable measures to protect the security of the County's data and to prohibit unauthorized access to such data, which will include allowing access to the System only through 128-bit SSL connections.

## ARTICLE 55. PROJECTS AND SERVICES

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of business strategy, business integration, business process improvement, training, project management, software programming, systems integration, data processing, software development and other specific activities related to improving the County's use of the Solution, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Services").

## ARTICLE 56. STATEMENT OF WORK

Prior to the commencement of Services for any Project, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

## ARTICLE 57. SOFTWARE ESCROW

The County requires that the Contractor maintain a software escrow account throughout the life of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the Solution's source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor is unable to support the software. The Contractor is required to maintain the most current version of the application with the escrow agent including but not limited to all incremental releases and upgrades or Developed Works.

Should any of the following occur, such source code shall be released to the County:

A. In the event that Contractor (or any assignee of its obligations under this agreement or any contract under which it is providing computerized services to Miami-Dade Administrative Agent):

   i. Becomes insolvent, files for relief under 11 U.S.C. §101, *et seq.*, or should proceedings be instituted against them in involuntary bankruptcy or respite, or should proceedings be taken against them looking to the appointment of a receiver, or syndic, or should any order be issued by any court for the appointment of a receiver;

   ii. Ceases to continue to conduct business for a period of thirty (30) days;

   iii. Merges with another business entity that cannot or is not willing to provide the services Owner has agreed to provide, and is then currently providing to Miami-Dade County or

iv. Assigns Owner's rights to the intellectual property with respect to the Owner software, as defined in the Source Code Escrow Agreement then currently being used by Miami-Dade County, and the assignee cannot or no longer intends to provide the services Owner has agreed to provide, and is then currently providing to Miami-Dade County.

B. Escrow Agent withdraws or is unable or unwilling to continue serving in that capacity without appointment by Owner of an equally qualified and insured escrow agent, and acceptance of that appointment by the Escrow Agent within 30 days of withdrawal of the predecessor escrow agent.

C. Any other circumstance that places the source code at risk or otherwise subject to exposure, release or loss and/or potentially jeopardizes the integrity or current status of the Miami-Dade County operation requiring access to a current source code.

## ARTICLE 58. PARTS AND EQUIPMENT INVENTORY

Contractor shall maintain an inventory of parts and/or replacement equipment sufficient for completing repairs and providing replacements and for expansion of the implementation in place at the County for the term of the Agreement, including any option or extension periods, so long as the County remains current on Maintenance and Support fees as outlined in Appendix B, "Price Schedule". Should the Contractor be unable to provide repair and/or replacement services due to insufficient Parts and Equipment Inventory, Contractor shall exercise best business practices to either 1) begin salvage activities to provide sufficient parts for County's required repairs, at Contractor's expense, or 2) provide a refurbished / replacement hardware or replacement in lieu of the repair.

## ARTICLE 59 FIRST SOURCE HIRING REFERRAL PROGRAM

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

## ARTICLE 60. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S.,

specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure 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) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

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

**CONTRACTOR**

By: _____

Name: Lawrence Oliva

Title: President

Date: 11/20/13

Attest: _____
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

Notary Public State of Florida
Jonathan D'Ambrosio
My Commission EE113570
Expires 08/26/2015

**MIAMI-DADE COUNTY**

By: _____

Name: Carlos Gimenez

Title: Mayor

Date: _____

Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

_____

## APPENDIX A- SCOPE OF SERVICES

### Pay on Foot Parking Access and Revenue Solution

This document provides the project services required to implement Parking Access and Revenue Solution provide by Consolidated Parking Equipment, Inc., (CPE), herein referred to as "Contractor" in accordance with the Agreement with Miami-Dade County, herein referred to as the "County". It defines the deliverables related to each component during the various phases of project implementation including the responsibilities for each deliverable.

**Solution Overview**

### PROJECT OBJECTIVES

Contractor shall provide the County with a turn-key scalable Pay-on-Foot Parking Access and Revenue Management Solution (Solution). The Contractor's Solution shall be used to upgrade and automate three County managed facilities, implement a new central command center at the West Garage, and manage vehicular access and revenue control at County-owned and operated multilevel parking garages the Cultural Center Garage, Hickman Garage, and Overtown Transit Village Garage via the installation of Pay-on-Foot Pay Stations throughout the facilities in phases which will in turn enable operation of the garages with little human intervention. Exit verifiers and access control devices at the exit lanes shall assure automobiles leaving the facility have paid the correct parking fee or have been granted access to the parking garage. The implementation of these parking systems shall be conducted in phases to minimize operational disruption and will be required to be fully implemented, tested, and accepted within six months of contract award.

Contractor will replace and upgrade existing parking access systems, install, integrate, and implement the new technology within the Solution and provide ongoing maintenance and support services throughout the resultant contract term according to Attachment A *"Technical Specifications"*.

### SOLUTION DESCRIPTION

Contractor's Solution shall be network based and fully integrated providing the County with comprehensive monitoring, revenue control, reporting, and auditing capability to facilitate and optimize user and customer functionality inclusive of training, ongoing maintenance and support services throughout the resultant contract term.

### PARCS DESCRIPTION

**Element** (Enterprise Facility Management System)

Element uses an open and flexible scalable modular architecture with a graphical user interface and browser based reporting accessible from anywhere which can manage multiple sites based on a Microsoft SQL Server. It is PCI Compliant with comprehensive monitoring, access control, revenue control, reporting role based permissions and auditing capability.

**Universal One** – Ticket Dispenser, Credit Card Exit Verifier
ADA Compliant
Magstripe Ticket Dispensing at Entry

Exit Verifying (Accepts Credit Cards, Magstripe Tickets, Vouchers, Value Cards and Validations)
Intercom and Proximity Reader
Online / Offline Operation

**Universal** PS – Universal Pay Station (Pay on Foot)

ADA Compliant
Accepts Notes, Credit Cards, Magstripe Tickets, Vouchers, Value Cards and Validations
Intercom and Proximity Reader
Online / Offline Operation

**PowerPad 4** - automates many of the cashier operations

Peripherals (cash drawers, fee display, and multi-station printer)
Accepts: Cash, Checks, Credit Cards, Magstripe Tickets, Vouchers, Value Cards and Validations
Online / Offline Operation

**G-90CD Parking Barrier Gate**

Omega LCD Controller TM
2 Vehicle Detectors
Sensitive Reversing Logic TM

**eNet Validations** ( Web Browser accessible network validation system )

Setup multiple vendors
Multiple validation rates
Role Based Permissions & Access
Reporting

**Commend VoIP Intercom System**

Digital IP-Intercom Server
Simple Video Integration
Expandable

**Vivotek Network IP Cameras ( Bullet & Dome )**

2-megapixel CMOS Sensor
Removable IR-cut Filter for Day and Night Function
Built-in IR Illuminators, Effective up to 20 Meters
ePTZ for Data Efficiency
Tamper Detection for Unauthorized Changes
Vandal-proof and Weather-proof IP66-rated Housing

# ATTACHMENT A – TECHNICAL SPECIFICATIONS

**ATTACHMENT A – TECHNICAL SPECIFICATIONS**
***Pay on Foot Parking Access and Revenue Solution***

## 2.1 BACKGROUND

The Miami-Dade Facilities and Utilities Management Division (FUMD) is responsible for the operation and management of all County-owned multilevel parking garages and surface lots located throughout downtown Miami and Civic Center vicinities. FUMD parking operations provide County employees, local residents, and visitors with comprehensive parking management services over 5,000 parking spaces at approximately twelve parking locations.

The goal of FUMD is to provide clean, safe and convenient parking for County employees, local residents, and visitors. The County desires to automate the Cultural Center Garage, Hickman Garage, and Overtown Transit Village Garage via the installation of Pay-on-Foot Pay Stations throughout the facilities in phases which will in turn enable operation of the garages with little human intervention. Exit verifiers and access control devices at the exit lanes shall assure automobiles leaving the facility have paid the correct parking fee or have been granted access to the parking garage. The implementation of these parking systems shall be conducted in phases to minimize operational disruption and will be required to be fully implemented, tested, and accepted within six months of contract award.

The Cultural Center Garage, Hickman Garage, and Overtown Transit Village Garage have legacy parking systems in place that are not fully automated and not equipped to accept credit card payments. These garages are currently operational and furnished with various stand-alone, obsolete cashier-at-exit based systems that present several cost and customer-related deficiencies.

The equipment utilized within these locations consists of older systems comprised of different manufacturer components and software. Each garage has the following legacy equipment and operates independent of one another:

- Bar code technology manufactured by Magnetic Systems;
- Parking attendant fee computers manufactured by Magnetic Systems;
- Proximity key card readers issued by Toye System;
- Barrier gates manufactured by Federal APD System.

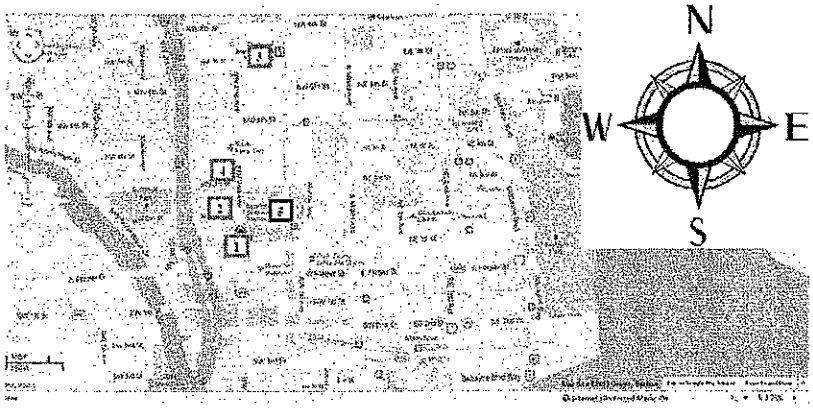
## 2.2 FACILITY OVERVIEW / OPERATING ENVIRONMENT

The following facilities, require a phased in implementation approach and integration to County systems. All locations combined offer a total of 3,474 parking spaces that serve a mix of monthly and daily parkers.

| LOC # | Name of Facility | Physical Address *(open link for area map)* | Hours of Operation | Current Rates Monthly/Hourly | Parking Capacity *(numbers fluctuate monthly)* |
|---|---|---|---|---|---|
| G 1 | Cultural Center Garage | 50 NW 2nd Avenue Downtown Miami | Mon to Fri: 6 am - 7 pm<br>Thursday: 6 am - 10 pm<br>Saturday: 8 am - 5 pm<br>Sunday: 11 am - 5 pm | $58.03 Monthly<br>Hourly $2.00 per half hour<br>Over 2 ½ hours = all day parking $11.00 | Total Capacity = 623<br>Monthly Accounts = 586 |
| G 2 | Hickman Garage | 270 NW 2nd Street Downtown Miami | Mon to Fri: 6 am - 9 pm<br>Closed Saturday, Sunday & County Holidays | $58.03 Monthly<br>Hourly $2.00 per half hour<br>Over 2 ½ hours = all day parking $11.00 | Total Capacity = 1080<br>Monthly Accounts = 985 |
| G 3 | Overtown Transit Village Garage | 701 NW 1st Court Overtown Miami | Mon to Fri: 6 am - 7 pm<br>Closed Saturday, Sunday & County Holidays | $58.03 Monthly<br>$5.00 Hourly | Total Capacity = 961<br>Monthly Accounts = 661 |
| G 4 | * West Lot Garage ***(Central Parking Office Location)*** | 220 NW 3rd Street Downtown Miami | Mon to Fri 6 am - 9 pm<br>Closed Saturday, Sunday & County Holidays | Monthly Fee $58.03<br>Hourly $2.00 per half hour.<br>Over 2 ½ hours = all day parking $11.00 | Total Capacity = 810<br>Monthly Accounts = 173 |
| | | | | | *Total Spaces = 3,474*<br>*Total Monthly Accounts = 2,405* |

**Note: West Lot Garage is the central parking office location and command center. The proposed Solution will not be required to be implemented at this location.*

**Miami-Dade County**
**Four (4) Parking Facilities Managed by Internal Services Department**
**Downtown Miami and Vicinity**




**Parking Locations:**
- # 1 Cultural Center Garage
- # 2 Hickman Garage
- # 3 Overtown Transit Village
- # 4 West Lot Garage and Central Parking Management Office
- # 5 Stephen P. Clark Government Center (after hours response location)

**West Lot Garage (G4)**
The West Lot Garage is equipped with a new stand-alone Pay-on-Foot parking access and revenue control system. This is the only parking facility currently equipped to accept both cash and credit card payments. The system implemented within the West Lot Garage will continue to be utilized. The Solution will be required to be interfaced with the existing software to provide near real time information in one centralized system. Additionally, the central parking management office is located within this facility. The Solution is required to provide FUMD with the ability to manage and monitor all four locations from one centralized point. Any required cameras, equipment, or devices required to provide this functionality from one centralized point, should be included with the Proposer response.

**Central Parking Office / Central Parking Command Center (G4)**
The central parking office is located within the west lot office building on the second floor. This location shall service as the Central Parking Command Center (CPCC) and will be required to be built out to meet the operational needs of FUMD.

Contractor shall provide FUMD with all essential desktop workstations, servers, monitors, intercoms, cameras, and associated Solution equipment and/or components to operate and manage garage locations 1 through 4 from a centralized point. It is anticipated that there will be a total of eleven (11) parking operations staff and approximately four (4) system administrators that will be charged with support of the proposed Solution.

At a minimum, the following functionality and equipment is to be provided as part of the overall turn-key project:

a) Solution infrastructure equipment and telecommunication connectivity – includes but is not limited to Solution servers, data connectivity, electrical wiring, and associated components.
b) Eleven desktop computers for 11 staff for operation of the proposed Solution.
c) Software licenses that allow for concurrent use of the Solution.
d) All required Uninterruptable Power Supply (UPS) units for support of the Solution infrastructure equipment and desktops.
e) VOIP two-way cameras and intercom systems – inclusive of the central base intercom system with all applicable licenses required to allow for communication with all locations
f) Installed monitors for monitoring of CCTV and two-way cameras.
g) Data conversion and upload into the Proposed Solution – includes initial migration of data from the IBM AS400 Parking Application to the vendor's software database including all current monthly parkers in existing parking software database to eliminate dual data entry duplication.

### *2.3.1 Abbreviations*

The following abbreviations are utilized throughout this scope of services and defined below:

- LCD – Liquid Crystal Display
- UL – Underwriters Laboratory
- VAC – Volts AC
- CC – Credit Card
- CPCC - Central Parking Command Center
- CCTV – Closed Circuit Television

- PCI – Payment Card Industry
- PIL – Pay-in-Lane
- POF – Pay-on-Foot
- POS – Point-of-Service
- ITD – Information Technology Department
- ISD – Internal Services Department
- VOIP - Voice Over Internet Protocol

## 2.3 MINIMUM SOLUTION REQUIREMENTS

Contractor's Solution shall be network based and fully integrated providing FUMD with comprehensive monitoring, revenue control, reporting, and auditing capability to facilitate and optimize user and customer functionality. FUMD parking operations require the use of a reliable, proven state-of-the art technology for all of the components of the Solution.

Contractor shall remove the existing parking equipment, install, and implement a new POF parking access and revenue management Solution that is integrated with the CPCC. The Solution requires connectivity to each of the identified garages and should be linked via fiber to the CPCC with a central operating console to interact with the revenue control equipment and provide customer service to parking patrons. All four (4) locations will require full retrofit of cameras, intercom systems, and equipment. The County will work with the Contractor and coordinate all telecommunication, conduits, and data cabling needs. This work will be managed by the FUMD project manager and the Information Technology Department.

Contractor's Solution, at a minimum, shall include these six principal components to support the described operational needs of FUMD:

i. Entry lane sets each comprising a ticket dispenser and traffic control barrier
ii. Automatic and/or manned pay stations or pay points (POF Kiosks)
iii. Exit lane sets each comprising a ticket reader and traffic control barrier
iv. Exit lane equipment with a PIL device with a ticket and CC reader and traffic control barrier (at least one per facility)
v. Communications network linking of all the above equipment
vi. Central control computer and management station for use within CPCC

### 2.3.1 *The following minimum requirements shall be provided within the delivered Solution by the Contractor:*

1. Solution software shall be interfaced with the existing Federal APD system in place within the West Lot Garage and provide FUMD with transaction history and information.
2. Solution shall be capable of accepting cash and CC payments.
3. Solution shall be PCI compliant and ISO certified.
4. Solution shall accept all major credit cards without field alteration to any device, whether or not the individual credit cards are being accepted at the time of final acceptance.
5. An intercom shall be provided at each entry/exit point and at each POF device and with the base intercom located within the CPCC.

6. All electrical panels, control boxes, POF devices, PIL devices, and associated components must be secured and locked to prevent tampering or vandalism.
7. Solution shall be configurable to allow for proximity card access system for monthly parking patrons. Readers must be HID RP40 multi technology and capable of reading HID Corporate 1000 card format.
8. Solution must read the card number, format, site code, and other card information, not just the card serial number. Solution must have the capability of programming a minimum of three (3) different site codes and their formats, including the HID Corporate 1000 format for the County.
9. Solution must allow flexible programming of **'Grace periods' -** This is the time period allowed to the driver, who has just paid for his/her ticket, to return to the car, to drive to the exit and to present the paid ticket to the exit ticket reader. Commonly this period is set at 0 to 60 minutes.
10. Solution shall be capable of handling several types of discounts and exceptions to the standard parking rates, including but not limited to:
    i. Transient parkers coming to a single, time limited, event on property
    ii. Transient parkers coming to all-day events
    iii. Visitors attending local events with "in-and-out privileges"
    iv. Transient parkers coming to area commercial/retail buildings
    v. Transient third-party contracted labor supporting County Functions (e.g. – workers loading in and out materials) (post pay or pre-purchased parking cards)
    vi. Monthly (Contract) parkers who are County employees and pay parking fees via payroll deduction (pass card system)
    vii. Monthly (Contract) parkers from surrounding area businesses (pass card system)
    viii. Monthly (Contract) parkers from other County departments (pass card, special fee)
    ix. Transient parkers using "Disabled Spaces" (no fee)
    x. Transient parkers attending courthouses for "jury-duty" (discounted or no fee)
    xi. Multiple transaction types: lost ticket, damaged ticket, void previous transaction, etc.
11. Contractor shall provide pedestrian warning lights and additional signage that may be required at any exit where cars may not visible to pedestrian on the side walk.
12. Contractor shall provide all required POF, PIL, and Solution signage to advise patrons of payment processes for each facility.
13. Solution must be flexible and scalable to allow for future expansion as the County decides to add new parking facilities in the future.
14. Solution shall support either bar coded or magnetic stripe, machine readable tickets.
15. Integration of two-way video/intercom equipment to provide customer service at all POF/PIL/POS stations. Solution should be capable of transferring feed to a remote location for afterhours monitoring.

16. Solution must provide high speed real time credit card processing.
17. All ticket dispensers entrance column, pay of Foot kiosks, exit verifier columns shall be equipped with a voice announcement kit capable of user defined announcements or instructions.
18. POF and PIL devices and associated equipment shall contain an internal clock that stores the current time and date for at least 72 hours in the event of a commercial power failure.
19. In the event of a communications failure, the Solution devices shall continue to function in an offline mode and shall buffer a minimum of 2,000 transactions with battery backup of data and program parameters. Buffered data shall automatically forward to the CPCC upon restoration of communication.
20. Solution shall be locally programmable via a detachable control unit and have a remote alarm monitoring system that automatically alerts the server whenever the door or cabinet is open.
21. Solution's currency/coin system shall be equipped with a double locking mechanism. All access locks shall be capable of being re-keyed to protect against tampering. There shall be no access to the money in the cash box when the pay station is open for maintenance or collections.
22. Cash Status, Audit Report, Stall Reports, and Revenue Reports must all be printable at any of the POF or PIL terminals without opening the cabinet door; password protection to access the reports database is mandatory.
23. Solution's POF and PIL devices must have a high contrast LCD readable displays which can be read in all lighting conditions including direct sunlight. Solution must be configurable to allow for automatic switch to a high contrast mode to enable better reading in bright lighting conditions. These contrast settings must allow for automatic changing from one to the other and back at predetermined times during the day.
24. Solution devices should be capable of being locally programmed via a detachable control unit and utilize a password protected programming mode for uploading field programmable operation parameters.
25. Solution shall include an interlock feature for each entry or exit lane that processes more than one type of transaction (i.e. transient and monthly parking). The interlock feature shall restrict the processing of two different transaction types related to one vehicle.
26. Solution's two-way intercom system shall employ either Internet telephony (IP) capability or Voice Over Internet Protocol (VOIP) intercom capability
27. All Solution equipment shall operate in all exterior weather conditions in the Miami -Dade County, Florida areas for both indoor and outdoor conditions.
28. All Solution hardware and equipment to be ADA compliant, UL Certified, and operate in all exterior weather conditions within the metropolitan Miami, FL area.
29. Contractor shall furnish two sets of keys to each piece of lockable equipment and two sets of master keys which shall open all locks. Cash drawers shall be uniquely keyed from each other. Identically-keyed locks shall not be placed in service elsewhere in the South Florida area.

30. Solution shall be password-secured and configurable allowing FUMD to establish user roles and permissions to grant rights to software functions based on operational needs. All password security shall have a corresponding record file, and shall create an audit trail of each user's access and use of the Solution's software.

## 2.4 SERVICES TO BE PROVIDED

The County desires an innovative, turn-key Solution that will meet the operational needs of FUMD and provide streamlined automation for all facilities to be implemented with the new technology.

The Contractor shall be responsible for delivery of a fully functioning Solution inclusive of all components required. The Contractor must comply with all applicable local, state, and federal laws, electrical and building codes and obtain all required permits based on the County's final signoff on the design drawings and plans. The Contractor is also responsible for all site work and obtaining all permits required to complete the installation of a fully functional Solution. This includes but is not limited to: islands/cement work, electrical wire pulls and conduit run, equipment mounting, cabling, etc. and shall follow all national, state, county, and local codes, as well as manufacturers installation requirements (Refer to "as built" site plans).

As part of the turn-key Solution, the Contractor will also be responsible for removal of the existing equipment and some booths from the property and proper disposal of the equipment and debris in compliance with all local, state, and federal laws.

The Contractor's Solution shall also provide the CPCC with all required workstations, services, and monitoring equipment required to operate and manage the facilities. The Solution shall provide CPCC staff real-time monitoring of the parking operations and allow for report generation for daily transient parker's, monthly parker's, validation parkers and all free transactions that include disabled transactions. The required infrastructure cabling, equipment, servers, and backup drives are to be included with the delivered Solution.

## 2.5 CREDIT CARD PROCESSING REQUIREMENTS AND ASSOCIATED HARDWARE

The Solution's servers, computers, or other associated devices handling payment card transaction processing need to be configured to go through the County's payment gateway and be physically located at the ITD data center. The ITD data center is located at 5680 SW 87th Ave, Miami, FL 33173.

It is required that the Contractor provide proof that all the Solution's devices/applications/processes used meet PCI compliance requirements. Contractor must submit the following official compliance documentation (wherever applicable) with their final design documents to demonstrate their Solution's compliance:

1. Vendor's current annual Payment Card Industry Attestation of Compliance (PCI-AOC).

2. Payment Card Industry Payment Application Data Security Standard (PCI PA-DSS) certification for any payment applications used in the process.

3. Payment Card Industry PIN Transaction Security (PCI PTS) certification for any device processing cardholder PIN transaction.

Annual resubmission of the passing, updated, completed and signed documents shall be provided to the County within 30 days of completion by the Contractor throughout the term of the resultant contract.

### *2.6.1 Processing Requirements*

Miami-Dade County does not process PIN numbers for security reasons, so debit card transactions must be processed as credit card transactions. Credit card numbers should not be stored by the vendor application, and should not be unmasked. POS (Point of Sale) transactions may be routed through Miami-Dade County's Payment Gateway, or directly to Miami-Dade County's clearing house.

Miami-Dade County's Payment Gateway provides three (3) basic services that allow vendor applications to interact with the Payment Gateway: Web-based Transaction Service, Retail Transaction Service, and Recurring Payment Service.

**A. Web-based Transaction Service**

Contractor's application will interface directly with Miami-Dade County's Payment Gateway via a plain HTTPS/XML interface. The County will provide the XML schemas to all basic services: web payment processing, void, and refund. The XML schema and other XML samples will be provided to the Proposer by the County. The County will also provide all the necessary URLs for these services as well as documentation detailing fields and response error codes. All services will respond with the same XML receipt.

This Solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this Solution requires more development and integration from the Contractor, it will offer the greatest flexibility and customization level.

It is also required for the Contractor's application to be hosted on a server inside the County's MetroNet since Miami-Dade County's Payment Gateway is not accessible from the Internet.

**B. Retail Transaction Service**

For face-to-face transactions two (2) services are available. These services are meant to be used with credit card present transactions whether swiped or keyed in by a clerk. The County will provide the XML schemas to all basic services: Track-2 payment processing (when the credit card is swiped), Keyed payment processing (when the credit card info is keyed in by a clerk), void, and refund. The XML schema and other XML samples will be provided to the Contractor by the County. Miami-Dade County will also provide all the necessary URLs for these services as well as documentation detailing fields and response error codes. All services will respond with the same XML receipt. These services are fully PCI compliant.

**C. Recurring Payment Service**

This service will allow merchants to setup recurring credit card payments on behalf of their users. The service is PCI compliant with all the sensitive credit card data stored off-site in

the county's current clearinghouse. The XML schema and other XML samples will be provided to the Contractor by the County. The County will also provide all the necessary URLs for these services as well as documentation detailing fields and response error codes.

## 2.6 INTEGRATION WITH COUNTY SYSTEMS REQUIREMENTS

### A. Web Application Interface Requirements

Contractor's Solution must be capable of interfacing to the County's Payment Gateway. Please refer to Section 2.6.1 for all processing requirements.

### B. County Financial System Interface Requirements

The Contractor's Solution must be able to interface with the County's Financial System and provide a daily collection feed for generating General ledger entries into the County's current financial system the Financial Accounting and Management Information System (FAMIS), and in the foreseeable future (Oracle PeopleSoft Financial General Ledger within the Enterprise Resource Planning (ERP) System). The Solution must be flexible enough to provide the feed in a standard fixed width format that Miami-Dade County can use to create the required interface format for FAMIS and/or the Oracle PeopleSoft ERP Financial General Ledger. Preferable formats are: TEXT, XML, ASCII etc. The method of providing this feed must meet County's security standards.

Required fields are:

1. Date (Collection Date)
2. Settlement Date (Date funds sent to the bank)
3. Garage Number (Location)
4. Pay Station number (register)
5. Tender Type (Payment type)**
6. Tender Amount
7. Description (brief description of transaction)

** Tender Type.

- CA - Cash
- CK - Check
- Credit Card
  - DC - Discover card
  - MC – Master Card
  - VI - VISA card
  - AM – American Express
- Debit Cards ( will be processed as Credit Cards for security reasons)
- E-check
- Gift cards ( will be processed as Credit Cards for security reasons)
- County Employee Monthly Pass
- Corporate Monthly Pass

### C. West Lot Garage System Interface Requirements

The Contractor's Solution is required to interface with the existing software operating in the West Lot Garage. The system implemented within the West Lot Garage is configured as a standalone system with a single site license. The following software and hardware specifications outline the POF system at the West Lot Garage (Location # G4). The County desires a near real time interface to provide full functionality to CPCC staff that enables interoperability between the existing system and the proposed Solution.

**ScanNet Central Management Software (Domestic)**
- ScanNet, Current CISP Version, 32 DEVICE

**ScanNet Credit Card**
- ScanNet, Central CREDIT CARD Processing

**SmartPort**
- System Server- Computer/Monitor/Printer/Ups
- Voucher PowerPad System

## 2.7 TRAINING

Contractor shall provide training to County staff and designated System Administrators to ensure a transfer of knowledge on the Solution's operation and maintenance. Staff should be trained on configuration of the Solution, operation, maintenance, querying, reporting, administrative functions, and how to troubleshoot and maintain parking control equipment. Training should consist of classroom and hands-on demonstration of the Solution and associated functionality.

It is anticipated that FUMD will have approximately eleven (11) parking operational staff and four (4) system administrators that will require full training. Training shall take place during normal business hours Monday through Friday, and the County will provide a training classroom/ facility for these sessions to take place.

The Contractor will also be required to provide the County with a fully detailed Maintenance Manual or trouble-shooting guide that can be used by on-site technicians in the performance of remedial, first echelon maintenance to be used to get a Solution component or device returned to service with a minimum of delay. The trouble-shooting guide shall contain sufficient detail, in words and diagrams, to allow an on-site technician to perform the tasks outlined in the guide. The Maintenance Manual and/or trouble shooting manual shall also be reviewed and explained to County personnel during the training period. The Contractor must provide all necessary documentation on the proposed Solution, customized for the County, both in hard copy and in electronic format.

## 2.8 REPORTING

The Contractor's Solution is required to provide comprehensive report capabilities to allow FUMD to operate and manage all facilities and be able to produce standard "canned" reports as well as have the ability to produce custom or "ad-hoc" reports without additional programming or customization.

The County desires a robust Solution capable of allowing staff to produce reports on a variety of items including but not limited to the following:

**Financial and Facility Management Reports**

1. Detection and immediate reporting of revenue transaction exceptions including but not limited to:
    - Back Out with or without ticket
    - Illegal lane traversal
    - Use of a stolen ticket at the exit
2. End of day auditing capabilities to include but not limited to the following:
    - Provides the garage management with extensive array of statistical and revenue auditing reports. There is a summary daily report available, which combines on one work sheet the total garage revenue with breakdowns by locations and attendants.
    - Recalled Ticket Recognition collects and stores all recalled tickets information eliminating illegal use of back-out or stolen tickets.
    - Daily summary reports with automatic balancing of all transient and monthly parkers.
3. Daily device and lane revenue report.
4. Active access card holder Report.
5. Card transaction report by date.
6. Credit card Report
    - By CC type
    - By Lot
    - By Device
7. Validation Report
8. Cash report, transactions Report
9. Non resettable totals
    - Cash Report
    - Transaction Report
    - Validation Report
10. Count statistics Report
11. Duration of stay report with ability to breakdown by 30 minute increments
12. Entry/exit report by facility and parker type
13. Parking Fee Report
14. Parking free Report
15. General Totals Report
16. Daily Revenue Report
17. Transaction Report
18. Revenue Alarm Report

19. Outstanding Ticket Report
20. Detailed activity reports on sales inventory, and statistical data by parker type
21. Card status Report
22. Card activity Report
23. Terminated card Report
24. Active card Report
25. User change Report
26. Rate stratification Report
27. Holiday Report
28. Ticket tracking
29. Attendant total Report
30. Length of stay Report
31. Last ticket transaction Report
32. Entry/Exit classification Report

**Counts Reporting**

Solution shall have the ability to provide the following counts reports:

1. Transient Entries and Exits
    - Automated by facility
2. Monthly Entries and Exits by facility
3. Total Lane Travels
    - Total Entries by facility
4. Entries by parker type by facility
    - Total Exits by facility
5. Exits by parker type by facility
6. Differential Counts
    - By facility
    - By parker type within facility
7. All gates shall have a visible mechanical counter to record total lane travels

**Note: All counts shall be reported to the CPCC in real time*

**Access Control Reporting**

Solution shall have the ability to provide the following access control reports:

1. Nesting
2. Car Pooling
3. Debit (by dollar amount, by use)
4. Credit Card on file
5. Card Status Report

6. Card Activity Report
7. Active Card Report
8. Access Groups
9. Reader Groups
10. User Change Report
11. Holiday Report
12. Frequent Parker
13. Credit Card on file
14. Ability to assign a revenue rate to a reader group

**Incident Reporting**

Solution shall report all transaction, alarms, and incidents to the CPCC with the following information:

1. Time
2. Date
3. Transaction Type
4. Location/Device
5. Description
6. Amount

## 2.9 TECHNICAL SUPPORT SERVICES TO BE PROVIDED

The Contractor shall be responsible for providing technical support services to ensure optimal performance of the proposed Solution inclusive of all hardware and software components. This should include remote diagnostic tools to detect and correct application errors in the software application and repair services for the equipment component. The County's preferred escalation process is outlined below:

| Severity | Definition | Response Time | Resolution Time | Status Frequency Update |
|---|---|---|---|---|
| 1=Critical | A major component of the Solution is in a non-responsive state and severely affects Users' productivity or operations that will result in immediate loss of revenue, closure of a lane, loss of audit data, or hazards to personnel or drivers. | One (1) Hour | Four (4) Hours | One (1) Hour |
| 2=Urgent | Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data. | Two (2) Hours | Eight (8) Hours | Two (2) Hours |
| 3=Important | Lesser issues, questions, or items that minimally impact the work flow or require a work around. | Four (4) hours | Seventy two (72) Hours | Four (4) Hours |
| 4=Minor | Issues, questions, or items that don't impact the work flow.<br>Issues that can easily be scheduled such as an upgrade or patch. | Twenty Four (24) hours | One (1) Month for an acceptable work around until final resolution | Weekly Status Call |

The Contractor shall make live support available, from 8:00 AM to 5:00 PM Eastern Standard Time, Monday through Friday. The services for the software component may be provided via Remote Server Access either by Citrix Secure Socket Layers (SSL) Virtual Private Network (VPN), Encrypted Connection, or dedicated Internet Protocol (IP) address; access will require prior approval from the County. The Contractor shall make on-call support available 24 hours per day, 7 days per week to address critical issues. Maintenance Support Services shall take effect after the Warranty period (1 year after Final Acceptance) and commence on the 1st day of the 13th month after the date of the Certificate of Acceptance.

## 2.10 INVENTORY REQUIREMENTS

The Contractor shall be responsible for providing the County with an on-site inventory of spare parts sufficient for one complete lane per facility. FUMD will provide storage space for the spare inventory to be provided.

## 2.11 SECURITY REQUIREMENTS

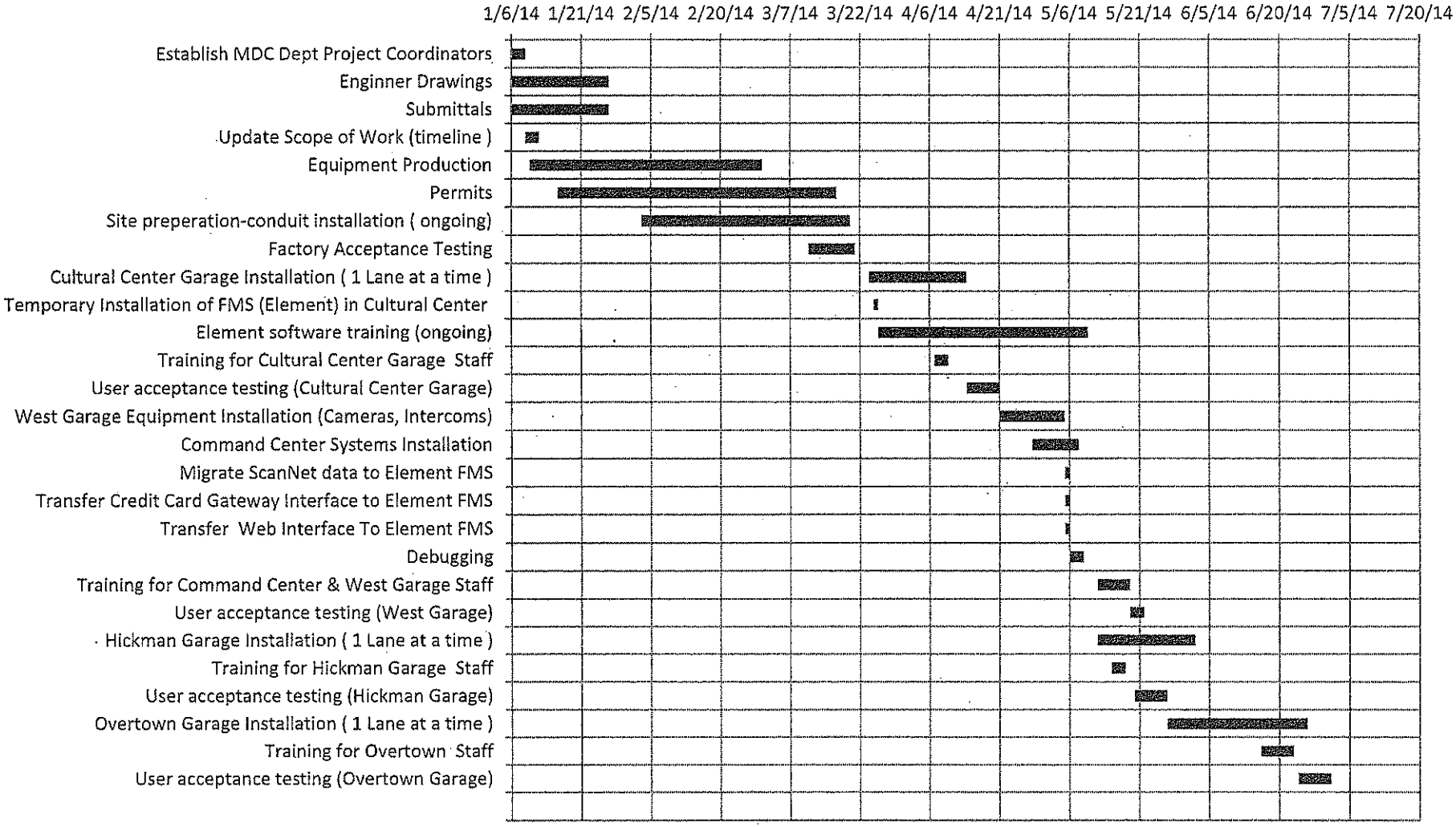
Contractor's Solution at a minimum shall provide the following Security protocols:

1. Provide the ability for each user to be uniquely identified by ID.
2. Provide basic authentication through use of complex passwords.

3. Provide the ability to enforce password expiration.
4. Provide ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.
5. Provide the ability to encrypt transmitted data and authentication information over internal and external networks.
6. Provide support for Secure Socket Layer (SSL) 128 bit and 256 bit encryption.
7. Provide a password database encrypted in storage.
8. Provide ability to protect audit logs from unauthorized access.
9. Provide ability to log activities performed by specific user ID and IP address and to time-date stamp all activities.
10. Provide ability to limit concurrent sessions.
11. Provide ability to log changes to administrative functions.
12. Provide ability to automatically archive audit logs.
13. Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.
14. Provide ability to send alerts to administrators for unauthorized access attempts.
15. Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication.
16. Provide centralized administration, user authorization, registration and termination.
17. Data that is protected through encryption is an individual's Personally Identifiable Information (PII). Items that may be considered PII include, but are not limited to, a person's:
    a. Full name (if not common)
    b. Social Security Number, or FEIN
    c. Telephone number
    d. Street address
    e. E-mail address
    f. IP address (in some cases)
    g. Vehicle license plate number
    h. Driver's license number
    i. Face, fingerprints, or handwriting
    j. Credit card numbers or credit card account information (billing address, account name, expiration date etc.)
    k. Bank Account Routing (RTN) and Account numbers
    l. Digital identity.

**Exhibit 1. Project Timeline**

Actual dates will be mutually agreed upon between the County and Contractor based in Contract effective date and Notice to Proceed.



# APPENDIX B - PRICE SCHEDULE

## APPENDIX B- PAYMENT SCHEDULE

### A. PAYMENT MILESTONE SCHEDULE

| Milestone Detail | Description | Responsible Party | Milestone Payment Percentage | Total Amount Due |
|---|---|---|---|---|
| Milestone #1 – payable upon delivery of final functional specification document | Functional Specifications Document | Contractor will deliver final functional specification document | 15% | $136,425 |
| Milestone #2 – Payable Upon Delivery of Required Permits and Factory Acceptance Testing | Permits and Factory Acceptance Testing (FAT) | Contractor will deliver permits and FAT | 15% | $136,425 |
| Milestone #3 – Payable Upon Delivery and Installation | Phase 1: Cultural Center | Contractor will provide installation and lane testing | 10% | $90,950 |
| Milestone #4 – Payable Upon Delivery and Installation | Phase 2: West Lot Garage | Contractor will provide installation and lane testing | 10% | $90,950 |
| Milestone #5 – Payable Upon Delivery and Installation | Phase 3: Hickman Garage | Contractor will provide installation and lane testing | 10% | $90,950 |
| Milestone #6 – Payable Upon Delivery and Installation | Phase 4: Overtown Garage | Contractor will provide installation and lane testing | 10% | $90,950 |
| Milestone # 7- Payable Upon Delivery and Installation | Phase 5: Command Center | Contractor will provide installation and testing | 10% | $90,950 |
| Milestone # 8- Payable Upon Completion of User Acceptance Testing and Solution Testing | Phase 6: User Acceptance and Final Lane Testing | County will provide User Acceptance Testing & Complete Solution Testing | 20% | $181,900 |
| **Sub-total for Parking Access and Revenue Solution:** | | | | **$909,500** |

| Maintenance Support Fee Schedule | |
|---|---|
| Maintenance and Technical Support Service Fees<br>*(First year is included in the one year warranty period)* | **$-0-** |
| Maintenance and Technical Support Service Fees– Year 2 | $15,500 |
| Maintenance and Technical Support Service Fees– Year 3 | $18,000 |
| Maintenance and Technical Support Service Fees– Year 4 | $22,000 |
| Maintenance and Technical Support Service Fees– Year 5 | $24,000 |
| **Total Maintenance and Technical Support Services for initial five years** | **$79,500** |
| **Annual Software Escrow Fees** | |
| Software Escrow Fees - Year 1 | $3900 |
| Software Escrow Fees - Year 2 | $1250 |
| Software Escrow Fees - Year 3 | $1250 |
| Software Escrow Fees - Year 4 | $1250 |
| Software Escrow Fees - Year 5 | $1250 |
| **Total Software Escrow Fees for initial five years** | **$8,900** |
| **Total five year term** | **$997,900** |

## B. OPTIONAL YEARS TO RENEW (OTR) FEE SCHEDULE

### 1. Maintenance and Support Fees

| Description | Annual Fee | Extended Total |
|---|---|---|
| **OTR 1 –Maintenance and Technical Support Service Fees (Years 6 - 10)** | | **$ 157,000** |
| Maintenance and Technical Support Service Fees<br>*Contract Year 6* | $ 27,500 | |
| Maintenance and Technical Support Service Fees<br>*Contract Year 7* | $ 29,000 | |
| Maintenance and Technical Support Service Fees<br>*Contract Year 8* | $ 31,000 | |

| Description | Annual Fee | Extended Total |
|---|---|---|
| Maintenance and Technical Support Service Fees *Contract Year 9* | $ 33,500 | |
| Maintenance and Technical Support Service Fees *Contract Year 10* | $ 36,000 | |
| **OTR 2 – Maintenance, and Technical Support Service Fees (Years 11 - 15)** | | **$ 230,500** |
| Maintenance and Technical Support Service Fees *Contract Year 11* | $ 38,500 | |
| Maintenance and Technical Support Service Fees *Contract Year 12* | $ 42,000 | |
| Maintenance and Technical Support Service Fees *Contract Year 13* | $ 45,000 | |
| Maintenance and Technical Support Service Fees *Contract Year 14* | $ 49,000 | |
| Maintenance and Technical Support Service Fees *Contract Year 15* | $ 56,000 | |

*** Note:** ***The above maintenance and support fees do not include the annual Software Escrow Fees for any Option-to-Renew (OTR) terms. Should the County exercise in its sole discretion, any of the available OTR terms, the associated Software Escrow fees will be negotiated and added at the time of the renewal period.***

C. ***OPTIONAL ITEMS***

1. ***Professional Service Fee Schedule:***

During the term of the resultant contract, should the County wish to employ the Contractor for projects or services outside the scope of the services, all work performed will be billed on a time and materials basis as defined in the below rate schedule:

| Service | Proposed Hourly Rate |
|---|---|
| Project Manager | $ 105 |
| Programmer | $ 150 |
| Repair Technician | $ 75 |
| System Administrator | $ 95 |
| Database Administrator | $ 950 |
| Laborer | $ 55 |
| On-Site Training (Per Day) | $ 600 / Per Day |

2. ***Optional Devices, Consumables, and Software Features:***

During the term of the resultant contract, should the County wish to purchase additional software functionality, equipment, or consumables from the Contractor the following rates, subject to negotiation, shall apply as defined below:

| Description | Unit Cost |
|---|---|
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |

Prior to initiating work on these optional items, the County and Contractor will define the scope of work via a work order issued under this Agreement. The County reserves the right to negotiate each order with the Contractor. Addition of facilities shall require a Contract Amendment to be executed by both parties.

# APPENDIX C- ACCEPTANCE CRITERIA

## APPENDIX C – ACCEPTANCE CRITERIA

## DELIVERABLE ACCEPTANCE PROCEDURES

The parties intend for the Solution to be brought into Production Mode, as defined below, in stages, as each of the functional components of the System are deployed as set forth in Appendix A "Scope of Services" project timeline. Each functional component will be subjected to its own testing and Final Acceptance will be deemed to have occurred for that component upon the component (i) satisfying the Final Acceptance Criteria (which will be agreed to by the parties and (ii) module being used in Production Mode.

Contractor will notify County in writing (via email) when the Deliverables for a functional component of the System are ready for acceptance testing. County will commence testing on such Deliverables within three (3) County Work Days of being notified by Contractor, provided County has been given access to such Deliverables. County will have up to five (5) days, in its own discretion, to conduct its first round of acceptance tests and will use reasonable measures to determine whether the Deliverables are in conformance with the Final Acceptance Criteria for the applicable functional component, and will notify Contractor in writing as to any deficiency, in list form (to be incorporated by mutual agreement into a punch list during the System acceptance periods described in Appendix C "Project Timeline"). Contractor will promptly commence work on resolving such punch list issues and will, as necessary, redeliver such Deliverables for further testing, which County will commence within two (2) days of receiving Contractor's notice that the Deliverables are ready for such further testing. The parties shall agree, upon such redelivery, as to the time County requires to complete the additional acceptance testing. The process will be repeated until either the functional component has substantially conformed to the Final Acceptance Criteria or County decides to accept the functional component as is and the functional component is put into Production Mode.

The above process will be repeated for each functional component delivered hereunder provided that functional components may be tested in tandem as set forth in Appendix C "Project Timeline."

Final Acceptance of the System will be deemed to have occurred on the Deliverables meeting the Final Acceptance Criteria (which the parties will mutually agree to and develop from the functional and technical requirements as set forth in the contract documents, provided that the parties recognize that the development of the CCS Documents may result in the parties clarifying such requirements). Such Final Acceptance shall be evidenced by (i) a written acknowledgement by the County Project Manager (which acknowledgement shall not be arbitrarily or unreasonably withheld) that the System meets all such functional and technical requirements or (ii) County's use of the System in a Production Mode. "Production Mode" means any use by the County of the System or any of its modules to process any day-to-day business activity on behalf of the County.

## DELIVERABLE ACCEPTANCE FORM
## USER ACCEPTANCE TEST

**PROJECT: PAY-ON-FOOT PARKING ACCESS AND REVENUE MANAGEMENT SOLUTION**

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by the County and the Contractor. This document constitutes full acknowledgment by the County of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

**DELIVERABLE NAME: USER ACCEPTANCE TEST (UAT)**

**Deliverable Description:** During the User Acceptance Test period, the Contractor and the County collectively will check, verify, and adjust the System as needed to meet the operational specifications listed in RFP865 and the attached UAT report. During the User Acceptance Test period, the Contractor is required to:

- Verify and update the test scenarios
- Ensure configurations are working properly
- Train County personnel on the operation of the Solution and associated components
- Conduct final functionality control tests, additions/modifications, and software integration
- Verify the normal operation of the System and ensure compatibility of peripheral and system applications
- Resolve user problems and/or deficiencies identified by the County
- Correct and manage errors
- Update the System documentation

**Deliverable Date:** _____

**Accepted Unconditionally:** Yes / No

**Accepted Conditionally:** Yes / No

**Acceptance Conditions:** _____

**Not Accepted:** _____

**Reason:** _____

**General Comments:** _____

_____

**Delivered By:** _____

**Signature** **Name** **Date**

Accepted By: _____

Signature Name Date

## FINAL SYSTEM ACCEPTANCE FORM

**PROJECT: PAY-ON-FOOT PARKING ACCESS AND REVENUE MANAGEMENT SOLUTION**

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by the County and the Contractor. This document constitutes full acknowledgment by the County of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

The Warranty Period on this deliverable starts on: _____and is valid for a twelve month period.

**DELIVERABLE NAME: FINAL SYSTEM ACCEPTANCE**

**Deliverable Description**: The delivered system meets the business requirements of the County as detailed in the Final System Acceptance Report. The Contractor has successfully completed the required System setup and integration for the Solution satisfies the criteria as specified in the scope of services for RFP865.

**Deliverable Date:** _____

**Accepted Unconditionally:** Yes / No

**Accepted Conditionally:** Yes / No

**Acceptance Conditions:** _____

_____

**Not Accepted:** _____

**Reason:** _____

**General Comments:** _____

_____

_____

**Delivered By:** _____

**Signature** **Name** **Date**

Accepted By: _____

Signature Name Date

# APPENDIX D – SOFTWARE ESCROW AGREEMENT

# Memorandum

MIAMI-DADE COUNTY

**Date:** July 18, 2013

**To:** Lester Sola
Director
Internal Services Department

**Through:** Miriam Singer, CPPO
Assistant Director
Internal Services Department

**From:** Dakota Thompson, CPPB D.T.
Chairperson, Evaluation/Selection Committee

**Subject:** Report of Evaluation/Selection Committee for RFP No. 865 Pay-on-Foot Parking Access and Revenue Management Solution

---

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the referenced Request for Proposals (RFP) following the guidelines published in the solicitation as summarized below.

**Committee meeting dates:**
May 6, 2013 (Kick-off Meeting)
May 20, 2013 (Technical Discussion and Evaluation Meeting)
May 30, 2013 (Technical Discussion)
June 20, 2013 (Oral Presentations, Evaluation Meeting, and Final Scoring Session)

**Verification of compliance with contract measures:**
The Small Business Enterprise (SBE) Review Committee assigned a Selection Factor contract measure to this solicitation. This measure was not applicable to the proposals received.

**Verification of responsiveness:**
The RFP opened on April 24, 2013 with two proposal responses. The proposal responses were reviewed for responsiveness by the Chairperson. There were no deficiencies in the proposals received. The responsive proposals offered by Consolidated Parking, Inc. and CTR Systems Parking, Inc., were presented to the Evaluation/Selection Committee for evaluation.

**Local Certified Service-Disabled Veteran's Business Enterprise Preference:**
None of the Proposers who submitted responses are Local Certified Service-Disabled Veteran's Business Enterprises.

**Summary of scores:**
The Evaluation/Selection Committee was tasked with evaluating, scoring, and ranking the two responsive proposals submitted in reference to the RFP. A technical discussion and evaluation meeting was held on May 20, 2013. After completion of a technical review of the proposals received, the Evaluation/Selection Committee conducted preliminary scoring.

Preliminary scores are as follows:

| Proposer | Technical Score (Max 425) | Price Score (Max 75) | Total Combined Score (Max 500) | Price/Cost Submitted |
|---|---|---|---|---|
| Consolidated Parking Equipment | 329 | 61 | 390 | $1,057,620 |
| CTR Systems Parking, Inc. | 330 | 55 | 385 | $1,221,650 |

Based on the initial evaluation, the Evaluation/Selection Committee elected to hold oral presentations to obtain clarification for the submissions received from both proposers: Consolidated Parking Equipment, and CTR Systems Parking, Inc. Following the oral presentations, a final evaluation was held and scoring was completed.

Final scores are as follows:

| Proposer | Technical Score (Max 425) | Price Score (Max 75) | Total Combined Score (Max 500) | Price/Cost Submitted |
|---|---|---|---|---|
| Consolidated Parking Equipment | 387 | 66 | 453 | $1,057,620 |
| CTR Systems Parking, Inc. | 369 | 57 | 426 | $1,221,650 |

**Negotiations:**
The Evaluation/Selection Committee recommends that the County enter into negotiations with Consolidated Parking, Equipment, the highest ranked vendor. The Proposed Solution shall be used to upgrade and automate three County managed facilities, (Cultural Center, Hickman and Overtown Transit Village), implement a new command center, and manage vehicular access and revenue control at County-owned and operated multilevel parking garages.

The following individuals will participate in the negotiations:

Dakota Thompson, CPPB, Internal Services Department

Jerry Hall, Internal Services Department

Dennys Gonzalez, Internal Services Department

Andrew Burgess, Internal Services Department

**Justification for Recommendation:**

A Request for Proposals was issued under full and open competition for interested and capable parties to provide a turn-key commercially available Pay-on-Foot Parking Access and Revenue Management Solution, inclusive of all required software licenses, implementation, integration, configuration, training, maintenance support and associated services for the Internal Services Department. After careful review of all submitted proposals, past experience, and oral presentations, it is recommended that the County

enter into negotiations with Consolidated Parking Equipment. Consolidated Parking Equipment, was deemed the most capable to meet the requirements outlined in delivering a Pay-on-Foot Parking Access and Revenue Management Solution (Solution).

The Solution proposed by Consolidated Parking Equipment is capable of meeting all of the requirements outlined in the solicitation. The Evaluation/Selection Committee unanimously agrees that Consolidated Parking Equipment should be recommended to proceed with negotiations. The Proposer will be required to replace and upgrade existing parking access systems, install, integrate, and implement the new technology proposed with the Solution and provide ongoing maintenance and support services throughout the resultant contract term.

Copies of the Evaluation Results Memo, score sheets for each Evaluation/Selection Committee, as well as a composite score sheet are attached.

**Approved**

Lester Sola
Director
Internal Services Department

7/26/13
Date

RFP865
PAY-ON-FOOT PARKING ACCESS AND REVENUE SOLUTION
EVALUATION OF PROPOSALS

FINAL COMPOSITE SCORES June 20th ; 2013

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Member | Maximum Total Points (5 members) | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 35 | 175 | 155.00 | 150.00 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 25 | 125 | 115.00 | 112.00 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 50 | 46.00 | 42.00 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 15 | 75 | 71 | 65 |
| **Total Technical Points** | 85 | 425 | 387.00 | 369.00 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County | 15 | 75 | 66.00 | 57.00 |
| **TOTAL POINTS** | 100 | 500 | 453.00 | 426.00 |
| Ranking | | | 1 | 2 |

Signature: Dakota Thompson

Chairperson: DAKOTA THOMPSON

Reviewed By: Melissa Blanes 6/21/13

6/21/2013

RFP NO.865
PAY- ON- FOOT PARKING ACCESS AND REVENUE SOLUTION
ORAL PRESENTATION SCORING

Jerry Hall

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Member | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 35 | 32 | 30 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 25 | 25 | 23 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 10 | 10 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 15 | 15 | 15 |
| **Total Technical Points** | 85 | 82 | 78 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | 13 | 8 |
| **TOTAL POINTS** | 100 | 95 | 86 |
| Ranking | | | |

Signature Jerry Hall

Chairperson

Reviewed By

6/12/2013

RFP NO.865
PAY- ON- FOOT PARKING ACCESS AND REVENUE SOLUTION
ORAL PRESENTATION SCORING

Lawrence Embil

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Item | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 30 | 30 | 30 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 25 | 24 | 25 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 10 | 9 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 10 | 14 | 10 |
| **Total Technical Points** | 85 | 78 | 74 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | 14 | 12 |
| **TOTAL POINTS** | 100 | 92 | 86 |
| Ranking | | | |

Signature

Chairperson

Reviewed By

RFP NO.865
PAY- ON- FOOT PARKING ACCESS AND REVENUE SOLUTION
EVALUATION OF PROPOSALS

Paul Hinchey

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Member | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 35 | 33 | 25 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 20 | 20 | 19 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 9 | 6 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 15 | 14 | 10 |
| **Total Technical Points** | 80 | 76 | 60 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | 14 | 10 |
| **Total Price Points** | 15 | 14 | 10 |
| **TOTAL POINTS** | 100 | 90 | 70 |
| Ranking | | | |

Signature Paul Hinchey

Chairperson

Reviewed By

5/2/2013

RFP NO.865
PAY- ON- FOOT PARKING ACCESS AND REVENUE SOLUTION
ORAL PRESENTATION SCORING

Robert Prymus

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Member | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 35 | 30 | 35 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 25 | 21 | 25 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 8 | 10 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 15 | 13 | 15 |
| **Total Technical Points** | 85 | 72 | 85 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | 15 | 12 |
| **Total Price Points** | 15 | 15 | 12 |
| **TOTAL POINTS** | 100 | 87 | 97 |
| Ranking | | | |

Signature

Chairperson

Reviewed By

6/12/2013

RFP NO.865
PAY- ON- FOOT PARKING ACCESS AND REVENUE SOLUTION
ORAL PRESENTATION SCORING

Thomas Plummer

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Member | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 30 | 30 | 30 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 25 | 25 | 20 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 9 | 7 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 15 | 15 | 15 |
| **Total Technical Points** | 85 | 79 | 72 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | 10 | 15 |
| **TOTAL POINTS** | 100 | 89 | 87 |
| Ranking | | | |

Signature

Chairperson

Reviewed By

6/12/2013

DRAFT
Pre-Liminary Scores

RFP865
PAY-ON-FOOT PARKING ACCESS AND REVENUE SOLUTION
EVALUATION OF PROPOSALS

COMPOSITE

| SELECTION CRITERIA \ PROPOSERS | Maximum Points Per Member | Maximum Total Points (xx members) | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 35 | 175 | 140 | 137 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 25 | 125 | 87 | 101 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 50 | 41 | 38 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 15 | 75 | 61 | 54 |
| **Total Technical Points** | 85 | 425 | 329 | 330 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | | [illegible] | |
| **Total Price Points** | 15 | 75 | 61 | 55 |
| **TOTAL POINTS** | 100 | 500 | 390 | 385 |
| Ranking | | | | |

Signature:_____

Chairperson: Melissa Holmes 5/20/13 4:47pm
5/21/13 - 11:00 Am

Reviewed By: Dakota Thompson

5/17/2013

Preliminary Scores

**RFP NO.865**
**PAY- ON- FOOT PARKING ACCESS AND REVENUE SOLUTION**
**EVALUATION OF PROPOSALS**

**Jerry Hall**

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Member | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 35 | 25 | 25 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 25 | 15 | 15 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 10 | 10 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 15 | 10 | 10 |
| **Total Technical Points** | 85 | 60 | 60 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | 13 | 10 |
| **Total Price Points** | 15 | 13 | 10 |
| **TOTAL POINTS** | 100 | 73 | 73 |
| Ranking | | | |

Signature

Chairperson

Reviewed By

Pre-liminary scores

**RFP NO.865**
**PAY- ON- FOOT PARKING ACCESS AND REVENUE SOLUTION**
**EVALUATION OF PROPOSALS**

**Lawrence Embil**

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Member | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 35 | 30 | 27 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 25 | 25 | 25 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 8 | 10 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 15 | 12 | 10 |
| **Total Technical Points** | 85 | 75 | 72 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | 14 | 10 |
| **Total Price Points** | 15 | [illegible] | [illegible] |
| **TOTAL POINTS** | 100 | 89 | 82 |
| Ranking | | | |

Signature

Chairperson

Reviewed By

5/17/2013

Pre-liminary scores

**RFP NO.865**
**PAY- ON- FOOT PARKING ACCESS AND REVENUE SOLUTION**
**EVALUATION OF PROPOSALS**

**Paul Hinchey**

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Method | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 35 | DRAFT 30 | DRAFT 30 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 20 | DRAFT 15 | DRAFT 19 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | DRAFT 8 | DRAFT 4 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 20 | DRAFT 14 | DRAFT 12 |
| **Total Technical Points** | 85 | DRAFT 71 | DRAFT 65 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | DRAFT 14 | DRAFT 10 |
| **Total Price Points** | 15 | DRAFT 14 | DRAFT 10 |
| **TOTAL POINTS** | 100 | DRAFT 81 | DRAFT 75 |
| Ranking | | | |

Signature Paul Hinchey

Chairperson

Reviewed By

5/2/2013

Pre-liminary Scores

**RFP NO.865**
**PAY- ON- FOOT PARKING ACCESS AND REVENUE SOLUTION**
**EVALUATION OF PROPOSALS**

**Robert Prymus**

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Member | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 35 | 25 | 25 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 25 | 17 | 17 |
| Proposer's timeline for complete Solution implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 7 | 7 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 15 | 10 | 10 |
| **Total Technical Points** | 85 | 59 | 59 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | 10 | 10 |
| **Total Price Points** | 15 | 10 | 10 |
| **TOTAL POINTS** | 100 | 69 | 69 |
| Ranking | | | |

Signature

Chairperson

Reviewed By

5/17/2013

Pre-Liminary Scores

**RFP NO.865**
**PAY- ON- FOOT PARKING ACCESS AND REVENUE SOLUTION**
**EVALUATION OF PROPOSALS**

**Thomas Plummer**

| SELECTION CRITERIA / PROPOSERS | Maximum Points Per Member | Consolidated Parking Equipment | CTR Systems Parking, Inc. |
|---|---|---|---|
| Software functionality: Proposers approach to meet the functional and technical requirements described in the solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this solicitation but not limited to: A) Software Requirements B) Lane System Requirements C) Central Parking Command Center | 35 | 30 | 30 |
| Proposer's approach and methodology to providing the services requested in this Solicitation including design, implementation, training, hosting, content management, and support services. | 25 | 15 | 25 |
| Proposer's timeline for complete Solution Implementation, including completion of all customization, configuration, intergration, testing and final system acceptance. | 10 | 8 | 7 |
| Proposer's relevant experience and qualifications, including that of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. | 15 | 15 | 12 |
| **Total Technical Points** | 85 | 68 | 74 |
| Proposed price will be evaluated based on the solution proposed and overall best value to the County. | 15 | 10 | 15 |
| **Total Price Points** | 15 | 10 | 15 |
| **TOTAL POINTS** | 100 | 78 | 89 |
| Ranking | | | |

Signature _____

Chairperson

Reviewed By

5/2/2013

# Memorandum

**Date:** April 30, 2013

**To:** Those Listed Below

**From:** Carlos A. Gimenez
Mayor

**Subject:** Appointment of Selection Committee for Miami-Dade Internal Services Department, Facilities and Utilities Management Division Request for Proposals (RFP) for Pay-on-Foot Parking Access and Revenue Management Solution– RFP No. 865.

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In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for Miami-Dade Internal Services Department, Facilities and Utilities Management Division Request for Proposals (RFP) for Pay-on-Foot Parking Access and Revenue Management Solution– RFP No. 865.

Selection Committee
Dakota Thompson, ISD (Non-Voting Chairperson)
Jerry Hall, ISD
Thomas Plummer, ISD
Lawrence Embil, ITD
Robert Prymus, MDAD
Paul Hinchey, Seaport
Andrew Burgess, ISD (Alternate)

Technical Committee
Dennys Gonzalez, ISD
Juan Silva, ISD
Ivan Vega, ISD
Ximena Morales, ISD
Carlos Gutierrez, ISD
Ray Diaz, MDAD
Andrew Burgess, ISD

You are directed to assist me in the selection process considering the factors delineated in the solicitation. If you are unable to participate in the selection process, contact this office through Small Business Development (SBD) by memorandum from your department director documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

Each Selection Committee member shall be responsible for evaluating, rating and ranking the proposals based on the criteria and procedure contained in the solicitation. The Selection Committee will meet to review the written proposals. If required, the Selection Committee will select firms to make oral presentations to the Selection Committee at a properly noticed public hearing. If proposers are invited to make oral presentations, the Selection Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness. All requests for responsiveness determinations shall be made in writing by the issuing department to the County Attorney's Office.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Internal Services Department (ISD) may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Upon completion of the evaluation process, the Selection Committee Chairperson shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the recommended firm(s) with attach supporting documentation which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through ISD for review and consideration.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyist and/or consultants. Selection Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are restrictions on communications regarding the solicitation with potential proposers, service providers, lobbyists, consultants, or any member of the County's professional staff. Violation of this policy could lead to termination of County service.

All questions must be directed to the staff contact person designated by the issuing department.

c: Lester Sola, Director, ISD
Angel Petisco, Director, ITD
Emilio Gonzalez, Director, MDAD
Bill Johnson, Director, Seaport
Jack Osterholt, Deputy Mayor/Director, RER
Mario Goderich, Assistant Director, Business Affairs/RER

Selection Committee
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Carlos Gutierrez, ISD
Ray Diaz, MDAD
Andrew Burgess, ISD

**SELECTION COMMITTEE**
**MIAMI DADE INTERNAL SERVICES DEPARTMENT**
**REQUEST FOR PROPOSALS**
**PAY-ON-FOOT PARKING ACCESS**
**AND**
**REVENUE MANAGEMENT SOLOUTION**

**RFP NO. 865**

| Committee Member/ Title | Department | Start Year With County | Ethnicity/ Gender | Education | Professional License(s)/ Certification(s) | Telephone # |
|---|---|---|---|---|---|---|
| Dakota Thompson (Non – Voting Chairperson) | ISD | --- | --- | --- | --- | 305-375-2356 |
| Jerry Hall, Director ISD Facilities Division | ISD | 1979 | White Male | Master of Public Administration | Real Estate and Planning | 305-375-3465 |
| Thomas Plummer Assistant Physical Plant Manager | ISD | 1983 | White Male | High School | LEED AP, BOMA certified; General Contractor | 786-469-2040 |
| Lawrence Embil Senior Operating Systems Programmer | ITD | 2005 | Hispanic Male | High School | CISSP | 305-596-8860 |
| Robert Prymus Senior Systems Analyst/Programmer | MDAD | 1993 | Black Male | Master of Science in Management Information Systems Bachelor of Science in Computer Information Systems | None | 305-869-1511 |
| Paul Hinchey Seaport Passenger Terminal Operational Manager | Seaport | 1985 | White Male | AS Degree Aviation | CFI | 305-979-1384 |
| Andrew Burgess Energy Management Specialist (ALTERNATE) | ISD | 2003 | Black Male | Bachelor of Science in Mechanical Engineering | P.E. | 305-375-1825 |
| **Technical Advisor** | | | | | | |
| Dennys Gonzalez Assistant to the Division Director | ISD | 2007 | Hispanic Male | Master of Public Administration | None | 305-375-3910 |
| Juan Silva Physical Plant Manager | ISD | 1988 | Hispanic Male | 2 years of College | Real Estate | 305-375-3907 |
| Ivan Vega Senior Professional Engineer | ISD | 2002 | Hispanic Male | Bachelor in Electrical Engineer | P.E. | 305-375-3303 |
| Ximena Morales Parking Lot Attendant Supervisor | ISD | 2001 | Hispanic Female | High School | None | 305-375-1459 |
| Carlos Gutierrez Parking Manager | ISD | 2001 | Hispanic Male | BS in Management | None | 305-375-4159 |
| Ray Diaz, Chief Commercial Operations and Managers Parking Operations | MDAD | 1987 | Hispanic Male | Bachelor of Science in Business Administration | None | 305-876-7627 |
| Andrew Burgess Energy Management Specialist | ISD | 2003 | Black Male | Bachelor of Science in Mechanical Engineering | P.E. | 305-375-1825 |