

Date: November 16, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(F)(4)

From: Daniella Levine Cava
Mayor



Resolution No. R-1101-21

Subject: Recommendation for Approval to Award Credit and Collection Management Software Solution

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-01375, Credit and Collection Management Software Solution (Solution)*, for the Finance Department. The current legacy contract, L9640-1/23, Accelerated Software Maintenance Agreement, was awarded under delegated authority on January 7, 2021 for a one-year term, with one, one-year option-to-renew.

The County issued a competitive Request for Proposals on December 5, 2019 to obtain proposals from qualified firms capable of providing a Credit and Collection Management Software Solution. The solicitation was advertised via BidSync and over 8,520 vendors were notified. Three non-local proposers responded to the solicitation, and the highest ranked proposer, Collection Solutions Software, Inc. (CSS), is being recommended for award

The new Solution is a cloud-based application that will provide a centralized platform to manage the County's delinquent debts and will allow Finance to collect outstanding debts with the most accurate information. The Credit and Collections Section of the Finance Department has an active inventory receiving daily, weekly and monthly delinquent accounts. The Finance Department manages and collects most delinquent debts owed to various agencies of the County including Clerk of the Courts, Code Enforcement, and medical debts, among others. The current system's limitations and end of life cycle are affecting the daily operations and impeding the Credit and Collection Section's achievement of its maximum potential.

The contract will provide for automated and efficient business processes for both County staff and external customers, and will include software licensing, implementation, integration, configuration, data conversion, training, maintenance and support services. CSS's proposal demonstrated the ability to meet all aspects of the project requirements in order to address the needs of the County.

Scope

The scope of this item is countywide in nature.

Delegation of Authority

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

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$1,862,133. Should the County choose to exercise, at its sole discretion, the one, five-year option to renew, with a fiscal impact of \$2,322,925, the estimated cumulative value of the contract will be \$4,185,058. The current contract, L9640-1/23, has a cumulative value of \$58,705 for a one year period, with one, one-year option-to-renew, and expires on January 6, 2023. The allocation under the replacement contract is higher than the current contract because the current contract is for maintenance and support services only; whereas, the replacement contract is for

the purchase of a new Solution which includes software licensing, implementation, integration, configuration, data conversion, training, maintenance and support services.

Department	Allocation	Funding Source	Contract Manager
Finance	\$1,862,133	Operating and Capital Funds	Cristina Mekin
Total:	\$1,862,133		

Track Record/Monitor

Sade Chaney of the Internal Services Department is the Procurement Contracting Manager.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition. Three responses were received.

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. Software solutions, such as the Solution being offered to the County, require highly specialized vendors equipped to provide the services required by the County. There are no qualified vendors for the Solution located in Miami-Dade County.

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Collection Solutions Software, Inc.	5950 Canoga Avenue Suite 120 Woodland Hills, CA	No	0	Carl Briganti
			0%	

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

Vendors Not Recommended for Award

Vendor	Principal Address	Local Address	<u>Reason for Not Recommending</u>
Omni Systems, Inc.	8201 Greensboro Drive McLean, VA	No	Evaluation Scores/Ranking
Ontario Systems, LLC	4400 North East 77 Avenue Vancouver, WA	No	Deemed non-responsive by the County Attorney's Office (opinion attached)

Due Diligence

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

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department. The scope of services was updated to include new

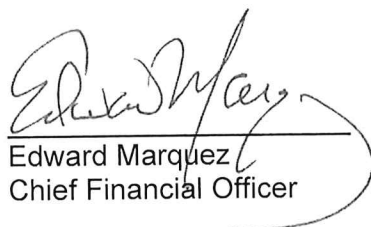
Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
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functionalities that will allow the County to streamline its processes for the collection of the County's delinquent debts.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise Selection Factor and Local Preference were applied.
- The Living Wage does not apply, as this is not a covered service.

Attachment



Edward Marquez
Chief Financial Officer

Memorandum



Date: February 27, 2020

To: Juliana Manjarres
Procurement Contracting Officer
Internal Services Department

From: Melanie Spencer
Assistant County Attorney

Subject: Request for Responsiveness Determination on RFP-01375 Credit and Collection Management Software Solution

You have asked this office if the bids submitted by Omni Systems, Inc. ("Omni") and Ontario Systems, LLC ("Ontario") are responsive. We rely on the information provided in your February 14, 2020 memorandum to this office. For the reasons set forth below, although Omni marked portions of their proposal "confidential," Omni's bid is responsive. On the other hand, Ontario's failure to submit pricing renders their bid non-responsive.

Omni's Bid

Omni marked portions of its bid "Confidential." The portions included Omni's Solution Overview, Pricing Overview, and assumptions. On the Submittal Form, the RFP contains a "Waiver of Confidential and Trade Secret Treatment of Proposal" section which provides:

By submitting a proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.

In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer by signing below, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or trade secret and authorizes the County to release such information to the public for any reason.

(emphasis in original). Omni signed the Confidentiality waiver. By doing so, Omni "knowingly and expressly" waived all claims that any part of its proposal is confidential, proprietary or trade secret. Accordingly, the County may fully evaluate Omni's proposal and is not required to return part of such proposal. Omni's proposal is responsive irrespective of its "confidentiality" markings" because it expressly waived any claim to confidential treatment by its execution of the Confidentiality Waiver.

Ontario's Bid

The instructions on Form 1, the "Price Proposal Schedule" state:

The Proposer shall state its price for providing all minimum services as stated in Section 2.0- Scope of Services. Pricing must include **all cost elements** including but not limited to all options for software licenses, hardware, professional services, training, interfaces, maintenance and technical support services required to meet the specifications outline in Section 2.0 of this document.

(emphasis in original). As related to the total proposed price for the credit and collection management software solution for the initial five year term of the contract, Ontario stated that "[t]he pricing for our products and services are very competitive in the industry and the markets we serve. Ontario Systems will be happy to participate in pricing discussions in order to arrive at the best pricing needs for Miami Dade County's unique blend of licensed product and services along with your planned consumption model of the products themselves." Additionally, as related to the breakdown of proposed prices, Ontario entered "Intentionally left blank" in each of the pricing categories.

Based upon Ontario's failure to submit any pricing, Ontario's bid is non-responsive. In general, a proposal may be rejected or disregarded if there is a material variance between the proposal and the advertisement. A minor variance, however will not invalidate the proposal. *See Robinson Elec. Co. v. Dade Cnty*, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982). The determination of whether a variance or irregularity is minor is fact specific and may differ from bid to bid. Florida courts have used a two part test to determine if a specific noncompliance in a bid would constitute a substantial and, thus, nonwaivable issue: (1) whether the effect of the wavier would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely affect competitive bidding by placing a proposer in a position of advantage over other proposers. *See Glastien v. City of Miami*, 399 So. 2d 1005 (Fla. 3d DCA 1981). The failure to include a price is a material element of a proposal, and failure to do so is tantamount to not submitting a proposal.

Accordingly, based on the information you have provided Ontario's proposal is non-responsive.



Melanie Spencer
Assistant County Attorney

Memorandum



Melone
2/14/2020

Date: February 14, 2020

To: Eduardo Gonzalez
Assistant County Attorney
County Attorney's Office

From: Juliana Manjarres
Procurement Contracting Officer
Procurement Management Services Division
Internal Services Department

Subject: Request for Legal Opinion RFP-01375: Credit and Collection Management Software Solution

On February 11, 2020, three (3) proposal responses were received for Request for Proposals RFP-01375: Credit and Collection Management Software Solution. The proposals were subsequently reviewed for responsiveness. During the responsiveness review, it was noted the following proposal submissions have not complied with the requirements of the solicitation document.

(1) Omni Systems, Inc.

- Proposer marked parts of the Proposal as "confidential".

As per Section 1.3 General Proposal Information, "As further detailed in the Proposal Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 19, Florida Statute, popularly known as the "Public Record Law".

(2) Ontario Systems, LLC.

- Proposer did not submit pricing in the manner outlined in Form 1, Price Proposal Schedule. Specifically, the Proposer did not include the Total Proposed Price for Credit and Collection Management Software Solution for the initial five year term, or any itemized pricing in the breakdown of the Proposed Price.

As per the instructions on Form 1, "The Proposer shall state its price for providing all minimum services as stated in Section 2.0 – Scope of Services. Pricing must include all cost elements including but not limited to all options for software licenses, hardware, professional services, training, interfaces, maintenance and technical support services required to meet the specifications outlined in Section 2.0 of this Solicitation Document".

Please review this above issues and advise whether the proposals are responsive. If you have any questions, please contact me at (305) 375-3065. Thank you for your attention to this matter.

Attachments:

RFP-01375: Credit and Collection Management Software Solution
RFP-01375: Addendum No.1
RFP-01375: Addendum No. 2
Omni Systems, Inc.: DebtManager Platform Matrix, Solution Pricing Assumptions
Ontario Systems, LLC: Form 1 Price Proposal Schedule

*Budgeted
amount \$2 million*

MIAMI-DADE
COUNTY
FEB 14 PM 4:22



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: November 16, 2021

FROM: 
Gen Bonzon-Keenan
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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(4)
11-16-21

RESOLUTION NO. _____ R-1101-21

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01375 TO COLLECTION SOLUTIONS SOFTWARE, INC. FOR THE PURCHASE OF CREDIT AND COLLECTION MANAGEMENT SOFTWARE SOLUTION FOR THE FINANCE DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$4,185,058.00 OVER THE INITIAL FIVE-YEAR TERM AND ONE, FIVE-YEAR OPTION TO RENEW TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL AND EXTENSION PROVISIONS PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

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

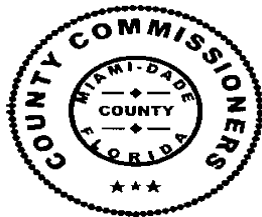
Section 1. This Board approves award of Contract No. RFP-01375 to Collection Solutions Software, Inc., in substantially the form attached and made a part hereof, for the purchase of credit and collection management software solution in a total amount not to exceed \$4,185,085.00 for the initial five-year term and one, five-year option to renew term.

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

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

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	absent	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of November, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

Oren Rosenthal

Credit and Collection Management Software Solution
Contract No. RFP-01375

THIS AGREEMENT FOR THE PROVISION OF CREDIT AND COLLECTION MANAGEMENT SOFTWARE SOLUTION (THE "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 COLLECTION SOLUTIONS SOFTWARE, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, HAVING ITS PRINCIPAL OFFICE AT 5950 CANOGA AVENUE, SUITE 120, WOODLAND HILLS, CALIFORNIA 91367 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Credit and Collection Management Software ("Solution") inclusive of all software licensing, implementation, integration, configuration, data conversion, training, maintenance and support services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 01375 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated January 21, 2020, 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 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. 01375 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 Collection Solutions Software, Inc., and its permitted successors.
- 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 words "Extra Work" or "Additional Work" to mean 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.
- i) The words "Licensed Software" to mean the software component(s) of the Solution.
- j) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "Solution" to mean the Contractor's Credit and Collection HD 2.0 | COLLECTIONS Ecosystem inclusive of the licensed software, and associated services as further defined within the Scope of Services, Appendix A.
- k) 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.
- m) 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.

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 Service Level Agreement (Appendix B), 4) the Price Schedule (Appendix C), 5) the Acceptance Form (Appendix D), 6) the Miami-Dade County's RFP No. 01375 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

The Contract shall become effective on _____ and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the one, five-year option to renew term. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

- a) to the Project Manager:

Miami-Dade County
Department Name
Department Address
City
Attention: David Osorno
Phone:
E-mail:

and,

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

CSS, Inc.
5950 Canoga Ave. Suite 120
Woodland Hills, CA 91367
Attention: Carl Briganti

Phone: 877.277.4621 extension 100
E-mail: carlb@cssimpact.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 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

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

ARTICLE 8. PRICING

Prices shall be as stipulated in Appendix C for the term of the contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix C Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County Finance Department
111 N.W. 1st Street, 26th Floor
Miami, FL 33128
Attention: Accounts Payable Section

Phone: (305) 596-8316
Email: etsd-acctpay@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 10. INDEMNIFICATION AND INSURANCE

Proposer 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 Proposer or its employees, agents, servants, partners principals or subcontractors. Proposer 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. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Proposer 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.

The Proposer shall furnish to the **Internal Services Department, Procurement Management Division, 111 NW 1st Street, 13th Floor, Miami, FL 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$500,000 per occurrence, and \$1,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles

used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

- D. Cyber Liability Insurance to include data breach in an amount not less than \$2,000,000 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 "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

ARTICLE 11. 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 12. EMPLOYEES OF THE CONTRACTOR

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.

ARTICLE 13. 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 14. 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 judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of 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 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the 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 17. AUDITS

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

Pursuant to Section 2-481 of the Code of Miami-Dade County, 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 18. 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 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor 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 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) 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 Code of Miami-Dade County.
- 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 24. 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 25. 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 26. 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 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) 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 29. 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 hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All 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 31. SOFTWARE LICENSE

- a) The Contractor hereby warrants and represents that the Contractor possesses all title, rights to and interests in the Licensed Software and the related source code including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations, enhancements, modifications, improvements, derivations, or other variations thereof, and all portions thereof, or otherwise has the right to grant to the County the affected licenses, without violating any rights of any third party, and there are currently no actual or threatened suits by any such third parties based on an alleged violation of such rights by the Contractor. The Contractor shall require that all suppliers of third party software hereunder furnish to the County the foregoing warranties of ownership with respect to the third party software.
- b) County owns all the data collected using the Licensed Software.
- c) Contractor grants the County a non-transferrable, non-exclusive, limited license to use Contractor's software solely in accordance with the terms of this Contract. Upon termination of this Contract, the software rights revert fully and completely to Contractor.
- d) As used above, "irrevocable" shall include, but not limited to, the right of the County to continue using the Licensed Software or third party software irrespective of any breach or default pursuant to the terms hereof.

ARTICLE 32. SOFTWARE ENHANCEMENTS/MODIFICATIONS

The County may, from time to time, require and request changes to the Licensed Software, which are outside the specification of the existing Licensed Software. When requested by the County, the Contractor shall provide the requested Solution enhancements/modifications (the "Solution Enhancements"). Upon the County's request for such Solution Enhancements, the County shall prepare a scope of work and the Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the Solution Enhancements.

Thereafter the County in consultation with the Contractor, will provide the Contractor with a not-to-exceed number of hours for the requested Solution Enhancements. In no event shall the Contractor perform any Work on the Solution Enhancements unless and until the County issues a written notice to the Contractor to proceed. The Contractor shall not be reimbursed for the

preparation of proposals submitted in response to requested Solution Enhancements. When the source code is completed, tested and accepted by the County, the Contractor shall deliver said Solution Enhancement including relevant source code to the County.

The Contractor shall, upon the County's request, (i) install the Solution Enhancements, and (ii) be compensated based upon the negotiated cost for the provision of the Solution Enhancements. However, the Contractor shall provide the County with such services as required, at no additional cost, to enable the County to continue the County's intended use of the Licensed Software. Following the County's acceptance of the Solution Enhancements, such Solution Enhancements shall thereafter become a part of the Licensed Software for all purposes under this Agreement. The Contractor shall provide the County with written confirmation of the date the Solution Enhancements were applied to the Licensed Software, and any and all documentation relating to the Licensed Software and the Solution Enhancements thereto.

If any such Solution Enhancements are not acceptable to the County, the County may refuse to accept same, and in such event, the Contractor agrees to maintain the Licensed Software in the form in effect on the date which preceded the Contractor's request to the County to accept such Solution Enhancements.

ARTICLE 33. WARRANTIES

- a) Software Warranty. The Contractor warrants that (i) the Licensed Software provided by the Contractor will be of a high level language that is commercially available and for which software tools are available; (ii) the Licensed Software shall not contain viruses or pre-programmed devices which will cause any software utilized by the County to be erased or become inoperable of processing accurately and in accordance with the warranties specified herein and the Scope of Services; (iii) the Licensed Software shall be capable of operating fully and correctly on the combination of the equipment and software furnished by the County, such specifications provided to Contractor by County; and (iv) Contractor will use commercially reasonable efforts to make each updated module, requested Solution Enhancements, and custom developed software and function thereof capable of operating fully and correctly on the combination of the equipment and software furnished by the County, such specifications provided to Contractor by County and properly scoped by Contractor in order to fulfill this warranty.
- b) Hardware Warranty. Contractor represents and warrants to the County that the cloud devices and associated hardware shall be free from defects in materials and workmanship and shall conform in all material respect to the specifications for the Contract term.

ARTICLE 34. SYSTEM RELATED DOCUMENTATION

The Solution-related documentation shall consist of any and all operators and users manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the Solution: control file and scripts used to compile, link, load and/or make the applications and systems; test scripts, test plans and test data and other materials for use in conjunction with the applicable

software. The documentation will in all cases be fully applicable to the use of the programs with the equipment, and will identify and reflect any particular features of the equipment which may affect the normal use and operation of the Solution.

ARTICLE 35. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

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

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **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 be used for searching and sorting departmental records
18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
20. **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 and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any

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

ARTICLE 36. 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. 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 Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (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 shall have the power 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 37. 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 Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended and applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).

- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), 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 38. NONDISCRIMINATION

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

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

ARTICLE 39. 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 40. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the 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 41. 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 42. 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 43. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, 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 24 of this Contract.

ARTICLE 44. 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.careersourcesfl.com/firstsource/>.

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 46. 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 47. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

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

Contractor

Miami-Dade County

By: Name: Carl BrigantiTitle: PresidentDate: 1/7/2021

Attest:

Corporate Secretary/Notary Public

By: _____

Name: Daniella Levine CavaTitle: Mayor

Date: _____

Attest: _____

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency_____
Assistant County Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los AngelesSubscribed and sworn to (or affirmed) before me on this 7th dayof January, 2021, by Carlo AlbertoBriganti, proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.Signature: Adila Khan (Seal)

Appendix A Scope of Services

1.0 Introduction

The Contractor will offer the County a Credit and Collection Management Software solution to replace the current AdvantEdge system, version 1.44 with a comprehensive, configurable software Solution that will provide a centralized platform for County's delinquent debts, inclusive of all software licensing, implementation, integration, configuration, data conversion, training, maintenance and support services.

The Solution will be used by the County to collect outstanding debts with the most accurate information provided by County Departments to automate business processes and incur efficiencies for both internal administration and external customers.

2.0 Professional Services to be Provided

Professional services provided by Contractor for this project will include the following:

- Spearheading full project implementation, including but not limited to hosting all necessary project meetings, planning, organizing, and assigning project tasks to project resources, and timekeeping task completion to ensure on-time Go-Live delivery.
- Establishing and maintaining the Amazon AWS Cloud Infrastructure where the Solution is hosted.
- Conversion and data migration from County's legacy platform to the Solution.
- Training and lead configuration of the Solution alongside the County.
- Establish system integration with all necessary 3rd party systems including but not limited to FAMIS, Credit Card Payment Gateway, Clerk of the Courts (SEFA), and various County Department Systems such as Department of Regulatory and Economic Resources (RER), Water and Sewer, Animal Service, Solid Waste, and Jackson Health Systems.
- Test for acceptance of the Solution.
- Provide Go-Live support turnover.
- Provide on-going technical support and maintenance to the County for the duration of the contract.

3.0 Solution Functionalities

The Solution contains a full suite of state, federal, local, and industry compliance guideline modules, as well as a "Tracking On Demand" Decisioning Workflow Engine that provides 100% compliance governance. The Contractor also employs a complete battery of subsystems that ensures the application and all its related services to comply with all Federal, State, and Local regulations as well as Agency business rules including, but not limited to:

Agent Level Tracking App Tools

- State Tracking Module
- Agent Level Point-in-Time Tracking Module
- Account Level Point-in-Time Tracking Module
- Dialer Tracking Module

Financial & Transactional Level Tracking App Tools

- Financial Arrangement Point-in-Time Tracking Module
- Financial Data Tracking Module

Dunning Level Tracking App Tools

- Dunning Point-in-Time Tracking Module
- Letter on Demand Tracking Module

Client & Department Level Tracking App Tools

- Client Covenants Tracking on Demand Workflow Manager
- Business Data Tracking on Demand Module
- Consumer Data Industry
- National Consumer Assistance Plan
- Equal Credit Opportunity Act Association

State & Federal Regulations Compliance App Tools

- State Tracking on Demand Workflow Manager
- Workflow State & Federal Tracking Decisioning Module

Portfolio Level Tracking App Tools

- Portfolio Covenants Tracking on Demand Workflow
- EDI Tracking on Demand Module

Legal & Bankruptcy Case Management Tracking App Tools

- Legal Case Management Tracking
- Bankruptcy Case Management Tracking

The Solution's workflow process has 3 main parts & traverses via 5-simple steps as provided below:

1. ENGAGEMENT: (Step 1) Consumer Engagement Inbound or Outbound
2. COLLECTIONS: (Step 2) Collections Processes; (Step 5) Consumer Feedback
3. BUSINESS OPS: (Step 3) Accts onboarding (NFR, NPD, NPL etc.), Ops, PCA (Private Collection Agencies) & Vendor Management; (Step 4) Interfaces & Integrations

3.1 Solution's Modules

HD 2.0 | COLLECTIONS - Collections Platform

State-of-the-art COTS SaaS Collections platform that is reliable, scalable, and completely configurable to replace the County's legacy systems to a single, centralized integrated enterprise-class credit and collections platform.

Value-Added modules:

- HD 2.0 | Workflow Business Rules Engine
- HD 2.0 | Universal EDI Interface Tool
- HD 2.0 | Ad Hoc Report Writer
- HD 2.0 | Legal
- HD 2.0 | Contacts Suite (usage not included)
- HD 2.0 | Consumer Payment Portal
- HD 2.0 | Data Annex Portal

HD 2.0 | CUBE - Ad Hoc Database Report Writer & Data Warehouse

Generates multi-dimensional data-sets (or CUBEs) that are sourced & computed from HD 2.0's Workflow Decisioning Rules Engine. This enables business users to create their own Data Warehouse CUBEs for reports, workflows & EDIs.

HD 2.0 | Fusion -Data Interface Bridge Platform

Provides end-to-end integration whereby all integrated systems and functions exist within the unified HD 2.0 | COLLECTIONS platform in real-time.

4.0 Implementation Timeline

The Contractor's implementation methodology includes 8 Core Project Phases. Each phase of the implementation project plan will achieve a set of tasks and deliverables resulting from those tasks as further defined below. The milestone estimated durations are "estimates" only. The estimated timeline below demonstrates the approach for project delivery. The steps may overlap, and/or be worked concurrently.

PHASE 1: PROJECT LAUNCH

Upon the contract start date, the Contractor will perform activities necessary for infrastructure deployment. These activities establish the cloud environments necessary for platform migration & conversion to complete Phases 1 – 8. The establishment of these environments activate hosting services. During the Project Launch phase, the designated Project Manager, introduces the County to the implementation process along with the Contractor's exclusive team of SMEs (Subject Matter Experts) dedicated to this project.

The Contractor and the County team will work collaboratively to create a project line of authority. The Contractor typically spearheads the implementation project to ensure the most efficient implementation path is followed. The Contractor establishes and provides access to a project portal accessible by all project team members on both sides. The project portal is a flexible online application that breaks down the project plan into a defined schedule outlining each task, deliverable, responsible party, and individual deadlines.

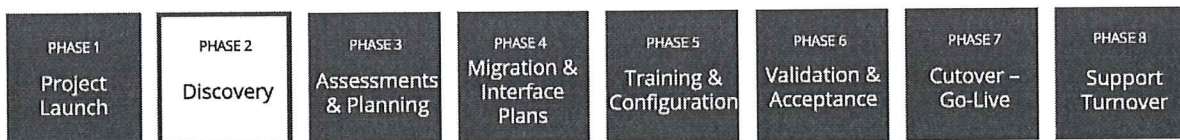
The Initial Project Launch Call will cover introductions, Project Plan Overview, Start Up Form Delivery, Scheduling Next Steps, Project Management Tool Configuration.

The HD 2.0 | IMPACT Collections Ecosystem AWS GovCloud Infrastructure would have been provisioned and online prior to the kick-off event on Phase 1 in order to provide conversion, migration, and training environments for project implementation commencement. The Data Center Cloud Infrastructure consists of a battery of Cloud-IMPACT clustered Big IP Apps with geo-redundant-multi-homed Cloud Oracle Enterprise Database Repositories for both the Solution Pre-Production environment and final QA/Sandbox environments.

PHASE 1: PROJECT LAUNCH 2 WEEKS	ACTIVITIES		County	Contractor
		Establish Project Management Portal	Support	Primary
		Kickoff Meeting	Support	Primary
		Establish management of Contractor's Team Resources	Support	Primary
		Establish management of County Team Resources	Primary	Support
		Provide Inventory Forms to County	Support	Primary
		Schedule and Conduct Governance Meetings	Joint	Joint
		Contractor IMPACT AWS Ecosystem Platform Cloud Deployment	Support	Primary
		Deployment of Contractor Apps Infrastructure Environments for Platform Migration & Conversion - for Phases 1-8	Support	Primary
		Deployment of Sandbox Environment	Support	Primary
		Contractor AWS SaaS Cloud Environment Network Configuration	Support	Primary
		Data Exchange SFTP and/or Cloud Data Exchange	Support	Primary
		Stand-Up Data Center	Support	Primary
	DELIVERABLES			
		Project Management Portal		
		Kick-Off Meeting		
		Resource Assignment		
		Infrastructure Data Center Established		

Billing Milestone – 4% of total phase milestones implementation fees upon completion of these tasks. Deliverables are subject to review and approval by the County prior to payment.

PHASE 2: DISCOVERY



The Discovery Phase entails developing all deliverables and tasks that will constitute the body of work required for a successful implementation. This includes the study and documentation of the AdvantEdge database, as well as all business processes and modalities, interfaces, data

migration requirements and integrations needed to consolidate all systems into the single Solution.

The process begins with the County completing a set of online forms that capture the various inventory requirements such as:

- Existing Data (including accounts and any attachments, such as documents, etc.)
- Departments and Units
- New Account Files and Formats
- Business Processes
- Letters and Documents
- Reports
- Third Party Vendor Integrations
- Outside Collection Agencies
- Any necessary interfaces to and/or from other systems

The modality adopted for business process discovery and methodology is by way of generating a gap analysis report based on current memorialized processes and data to be converted into the Solution's platform.

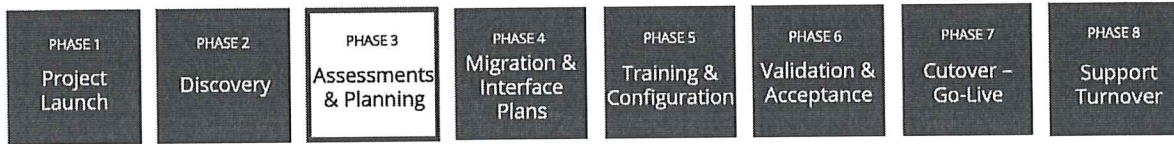
Gap Analysis activities are as follows:

- Contractor remotely conducts requirements gathering and fact finding with assistance from the County
- Contractor conducts technical validation and review of requirements
- Contractor drafts the business requirements documentation known as the Body of Work, which includes
 - Data Requirements
 - HD 2.0 Product/Engineering Requirements
 - Configuration Requirements
 - Conversion requirements
- Contractor and County complete a meeting to clarify requirements and identify technical approach as needed
- Contractor and County complete a scope review meeting to verify that the Body of Work and resulting schedule meets the needs of the project.

PHASE 2: DISCOVERY 6 WEEKS	ACTIVITIES		County	CSS
		Start-up Inventory Forms Returned to Contractor from County	Primary	Support
		Gap Analysis Performed	Support	Primary
		Establish Body of Work resulting from gap analysis	Support	Primary
		Review and approve Body of Work and resulting schedule	Primary	Support
	DELIVERABLES			
		Gap Analysis		
		County-approved Body of Work		

Billing Milestone – 5% of total phase milestones implementation fees upon completion of these tasks. Deliverables are subject to review and approval by the County prior to payment.

PHASE 3: ASSESSMENT & PLANNING



This phase entails the development and deployment of an online Project Plan with the assignment of responsibilities and resources. The online Project Plan allows full collaboration between both parties and incorporates the Scope of Work ("SOW") established during the Discovery Phase, the allocation of resources, scheduling and assignment of milestones and timelines for each deliverable in the project.

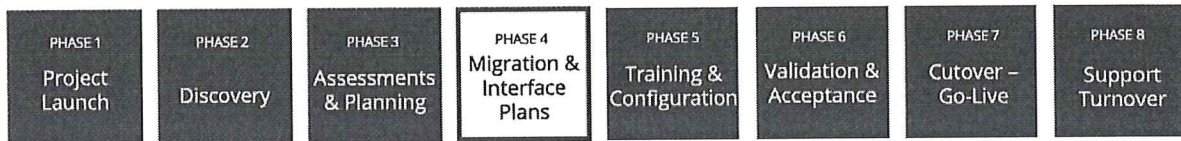
The online project portal tracks the proposed start and end dates, duration, status, percentage completion and resources assigned to each task. The Project Plan is used as the main means of communication and record keeping for all activities including the attachment of documents or files, insertion of comments and various other project management tools functions for each deliverable.

The Project Plan portal automatically sends reminders and alerts to the appropriate stakeholders of each task to ensure everyone is updated and that the plan is always on-track. This Project Plan will also serve as the final inventory of items for the final validation and acceptance for production sign-off.

Change Management: Contractor's staff, technology and project methodologies accommodate additions to the project requirements post-gap analysis as long as the requirements are within project scope of work. The project portal is an easily editable application that will constantly be updated by both parties to reflect the most up-to-date requirements and progress of the project, as well as provide documentation of changes made.

PHASE 3: ASSESSMENTS & PLANNING 2 WEEKS	ACTIVITIES		County	Contractor
		Assessment of Body of Work	Support	Primary
		Planning and Design of Project Plan (Designate Responsible Resources)	Support	Primary
	DELIVERABLES			
		Project Plan Established from Body of Work Assessment		
		Project Teams and Resources Assigned		
		Revised Project Plan Documentation		

Billing Milestone – 3% of total phase milestones implementation fees upon completion of these tasks. Deliverables are subject to review and approval by the County prior to payment.

PHASE 4: DATA MIGRATION & INTERFACES

Phases 4 & 5 occur simultaneously by different project teams. This phase incorporates the evaluation, mapping and sanitation of the data extracted from the AdvantEdge legacy system and a set of scheduled trial cutovers for each data extraction. Data is loaded into the non-active production environment that enables Contractor and the County to go through a mock test verifications and UAT. For each extraction, the County performs testing and validation and submits a set of corrections, if any. Typically, cutover test conversions achieve the following success rates:

1. Cutover 1 > 85%
2. Cutover 2 > 95%
3. Cutover 3 = 99%

Each cutover includes a reconciliation of the count and total due of the accounts extracted from the County's legacy system versus the count and total due of the accounts received (by an Ad Hoc Report Writer provided by Contractor). Every discrepancy is identified and studied by Contractor SMEs until resolved. A secondary reconciliation by Contractor involves a breakdown of the count and total due broken down by Department or Client as an additional step to ensure a high level of accuracy.

Finally, this phase includes the documentation of all requirements for each of the interfaces identified during the Discovery Phase. This includes all specifications included in a Visio chart that details the specifics of each workflow as applicable to each EDI (Electronic Data Interchange). Each EDI will be assigned a specific resource as well as a defined set of deliverables, each with a timeline, as follows:

- Layout, Sample File and Workflow Inventory
- EDI Mapping
- EDI Building
- Testing
- EDI Delivery
- County Testing
- County Corrections
- Corrections Adjusted
- Scheduling (Optional)
- County Validation and Sign-Off

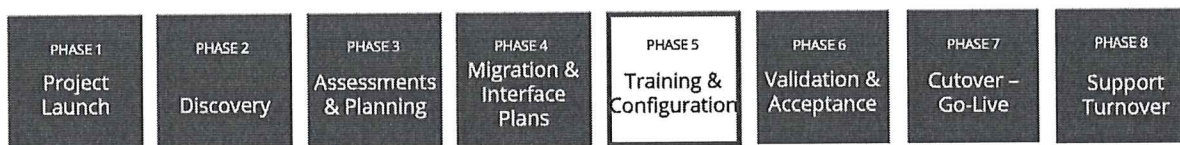
PHASE 4: DATA MIGRATION & INTERFACE 32 WEEKS (CONCURRENT WITH PHASE 5)	ACTIVITIES		County	Contractor
		County provide Reconciliation Report with Counts & Totals from each of the three legacy systems	Primary	Support
		EDIs and Interface Development	Support	Primary
		Extract Processes from HD 2.0	Support	Primary
		Extract Processes from the County's legacy system wherever possible	Primary	Support

	Transformation and Load Processes into HD 2.0	Support	Primary
	Third-Party Integration between HD 2.0 and any third-party tools required by County	Support	Primary
	Lead Conversion Activities	Support	Primary
	Conversion Trial Cutover 1	Support	Primary
	Review Conversion Results	Joint	Joint
DELIVERABLES			
	Data Conversion Plan		
	Transform and Load Data into HD 2.0		
	Successful load of new accounts and changes to existing account data.		
	Successful completion of third party integration tools		
	Successful Completion of a Full Mock Conversion		
	Converted Data in non-active Production Database and Completed Verification Document of All Required Data Conversions Completed Successfully		

Billing Milestone – 17.5% of total phase milestones implementation fees upon 50% completion of these tasks. Deliverables are subject to review and approval by the County prior to payment.

Billing Milestone – 17.5% of total phase milestones implementation fees upon completion of the remaining 50% of these tasks. Deliverables are subject to review and approval by the County prior to payment.

PHASE 5: APPLICATION TRAINING & CONFIGURATION



Phases 4 & 5 occur simultaneously by different project teams. Training is conducted methodically according to the functions identified in the Discovery Phase and based on the schedule developed in the Assessment Phase and conducted on online.

Configuration takes place in the sandbox environment and is a collaborative effort by both parties in the project. As the knowledge transfer process takes place, end users will be comfortable configuring the application always under the careful guidance and tutelage of the Contractor's personnel.

The Contractor's overall training strategy is a collaborative one between Contractor and County's personnel to develop and implement a knowledge transfer and training program designed to familiarize the County's technical and business users personnel on how to use and maintain the new Solution platform as well as how it differs from current system being replaced.

Contractor will provide a curriculum virtually delivered online that will combine online classroom style training sessions as well as SME (Subject Matter Expert) mentoring to prepare the County's Information Technology and business user personnel to become self-sufficient to support the Solution platform independently. Training takes place in virtual online clinics. During training, users are introduced to the application, modules, and tools within the Solution.

County staff super user training will be hands-on combining online classroom lectures with electronic materials such as User Manuals and Tips/Techniques. Data and configuration for the training shall be in accordance to the specified County requirements using actual County data.

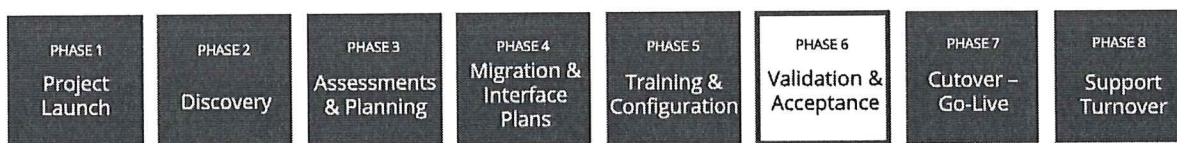
County super users shall attend an initial one three-day online clinic session designed to train super users to train other County personnel. The materials and systems used during super user training shall remain in an environment such that the session can be reproduced by the County after this Project.

PHASE 5: APPLICATION CONFIGURAITON AND TRAINING 32 WEEKS (CONCURRENT WITH PHASE 4)	ACTIVITIES		County	Contractor
	Application Training		Support	Primary
	HD 2.0 System Configuration		Support	Primary
	System Configuration Testing & Confirmation		Support	Primary
	DELIVERABLES			
	County Application Training			
	Configured and Tested Application Software			
	Specific Programs/Modifications Developed and Tested			
	Completed review and revision of fully configured solution			

Billing Milestone – 20% of total phase milestones implementation fees upon 50% completion of these tasks. Deliverables are subject to review and approval by the County prior to payment.

Billing Milestone – 20% of total phase milestones implementation fees upon completion of the remaining 50% these tasks. Deliverables are subject to review and approval by the County prior to payment.

PHASE 6: VALIDATION & ACCEPTANCE



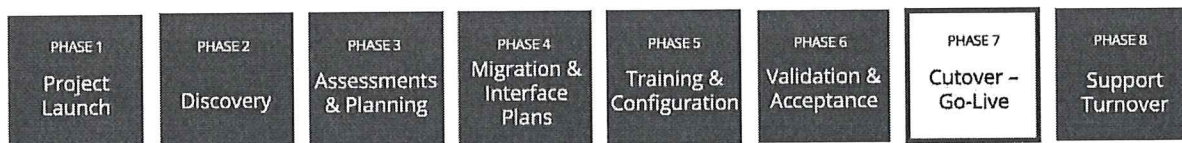
During the validation and acceptance process, each Subject Matter Expert or "SME" as identified by the County is expected to attend virtual Boot Camp. This 4 to 5-day validation process is programmed to validate that each SME clearly and thoroughly understands how to perform each of the functions they are responsible for. Furthermore, each identified business process (loading new accounts, posting payments, sending letters, etc.), function and interface is tested and validated.

The Validation and Acceptance phase also includes stress testing. This process involves all platform users to sign-on to the application and perform functions simulating a go-live event (i.e.: working accounts, running reports, executing workflows, etc.) In the background, Contractor is monitoring system network and overall system performance and provides reports behind this process. Once all testing is completed, the County provides final sign-off to authorize Contractor to proceed with production.

PHASE 6: VALIDATION & ACCEPTANCE 6 WEEKS	ACTIVITIES		County	Contractor
		Develop Acceptance Test Plan	Support	Primary
		Conduct System Tests in Accordance with System Test Plans	Support	Primary
		Correct Software, Configuration, and Setup Defects	Support	Primary
		Verify System Test Results	Primary	Support
		Online Boot Camp - User Acceptance	Support	Primary
	DELIVERABLES			
		System Testing		
		Security Testing		
		Performance Testing - Stress Testing - Needs Scheduling		
		Boot Camp - User Acceptance		

Billing Milestone – 10% of total phase milestones implementation fees upon completion of these tasks. Deliverables are subject to review and approval by the County prior to payment.

PHASE 7: CUTOVER – GO-LIVE



A final extraction is performed by the County and delivered to Contractor at a prescheduled date and time. The final data migration is executed, tested and validated by Contractor.

Only upon approval and sign-off of every identified business process and function, the final cutover is executed on the preprogrammed date, typically over a weekend.

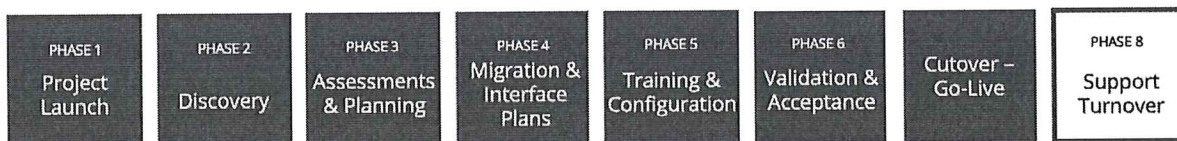
Final migration reports are exchanged to perform a final reconciliation.

PHASE 7: CUTOVER - GO LIVE 2 WEEKS	ACTIVITIES		County	Contractor
		County examines all software configuration	Primary	Support
		County verifies all County personnel are able to manage the solution	Primary	Support
		Conversion Trial Cutover 2	Support	Primary
		Conversion Trial Cutover 3	Support	Primary
		Final Go-Live	Joint	Joint
	DELIVERABLES			
		County approves software configuration satisfies all requirements		
		County confirms all personnel are able to manage the solution		
		Conversion Trial Cutover 2		
		Conversion Trial Cutover 3		
		Final Go-Live		
		Successful operations verification at Go-Live		
		County approves transition from Contractor Processional Services Team to Contractor Support Team		

Billing Milestone – 2% of total phase milestones implementation fees upon completion of these tasks. Deliverables are subject to review and approval by the County prior to payment.

Acceptance Criteria – County sign-off on final acceptance

PHASE 8: POST IMPLEMENTATION SUPPORT TURNOVER



Post-implementation support is tailored to the individual installation's needs and requirements. Contractor will engage with County in daily follow-up meetings online for 1-week post-go-live to ensure the County is operating the Solution successfully.

During this phase, the County is assigned credentials to the Technical Support System, as well as a dedicated Technical Support Engineer who will have been involved in the implementation project and is familiar with the County's system configuration, business processes and customizations.

PHASE 8: POST IMPLEMENTATION SUPPORT TURNOVER 1 WEEK	ACTIVITIES		County	Contractor
		Review of Support System Channels	Support	Primary
		Assign Support Specialist	Support	Primary
		Provide Support Portal Access	Support	Primary
		Provide Post-Implementation Support	Support	Primary
	DELIVERABLES			
		Support Portal Access		
		Post-Implementation Support		

Billing Milestone – 1% of total phase milestones implementation fees upon completion of these tasks. Deliverables are subject to review and approval by the County prior to payment.

5.0 Support

The Contractor will provide unlimited technical problem-solving support to the County. If the County requires assistance by a live agent, Contractor will provide comprehensive customer support services to meet the County's needs inclusive of:

- Online Chat System
- Online Support Ticket System
- Telephone Support

Contractor's live chat & telephone support will be available Monday – Friday 9:00am-8:00pm EST. Normal telephone support hours provide County users immediate access to the County's dedicated Contractor Technical Support Engineer to assist with any technical question/issue the user may have.

For support beyond normal telephone hours, Contractor offers "After Hours" telephone support, which is available 24 hours a day, 7 days a week, 365 days a year for critical issues/system down emergencies.

County users are provided access to the Contractor Support Portal where they can find documentation relating to any question they may have. Such documentation includes FAQ documentation, downloadable training manuals organized by system function, how-to videos organized by system function.

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. A high impact problem which affects the Users.	15 minutes	One (1) Hour	15 minutes

2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	One (1) Hour	Four (4) Hours	30 minutes
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	4 hours	Twenty-four (24) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	8 hours	72 hours for an acceptable work around until final resolution	Weekly Status Call

6.0 Estimated Duration

The overall estimation for the functionality items listed as to be delivered at "go-live" is 12 months from the Project kick-off, subject to the responsiveness, availability, and cooperation by the County. Written authorization from the County is required to exceed any estimated duration provided above.

Appendix B Service Level Agreement

1.0 Agreement Overview and Objectives

This Service Level Agreement (SLA) between the County and CSS (Contractor) provides the basis for managing the services provided to the County. This Agreement describes how user service requirements are understood and addressed to ensure the proper elements and commitments are in place to provide consistent maintenance and technical support services by the Contractor.

The service levels and associated processes in this SLA have been mutually agreed upon by the County and the Contractor. This SLA may be reviewed annually by the County and Contractor and amended by mutual consent. In lieu of a review during any period specified, the current SLA will remain in effect.

2.0 Service Levels

2.1 Service Priority Levels

For the purposes of providing Support Services under this SLA, the Service Level Priorities shall be those defined in Section 5 of Appendix A, "Scope of Services".

2.2 "Availability" Service Level:

i. Definitions:

- a) **"Actual Uptime"**: The total minutes in the reporting month that the services were actually available to Authorized Users for normal use.
- b) **"Scheduled Downtime"**: The total minutes in the reporting month during which Scheduled SaaS Maintenance was performed.
- c) **"Scheduled Uptime"**: The total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.
- d) **Service Level Standard**: Services will be available to Authorized Users for normal use 100% of the Scheduled Uptime.
- e) **Calculation**: $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$ (as calculated by rounding to the second decimal point)
- f) **Performance Credit.**
 - 1. **Where Percentage Uptime is greater than 99.9%**: No Performance Credit will be due to Miami-Dade County.
 - 2. **Where Percentage Uptime is equal to or less than 99.8%**: Miami-Dade County shall be due a Performance Credit in the amount of 10% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

2.3 “Response Time” Service Level.

i. Definition(s).

- a) **“Response Time”**: The interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For example, Response Time includes the period of time representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.
- b) **“Total Transactions”**: The total of Transactions occurring in the reporting month.
- c) **“Transaction” or “Transactions”**: Services web page loads, Services web page displays, and Authorized User Services requests.

ii. Service Level Standard.

- a) Transactions will have a Response Time of two (2) seconds or less 95% of the time each reporting month during the periods for which the Services are available.
- b) **Calculation.** $((\text{Total Transactions} - \text{Total Transactions failing Standard}) / \text{Total Transactions}) * 100 = \text{Percentage Response Time}$ (as calculated by rounding to the second decimal point).
- c) **Performance Credit.**

1. Where Percentage Response Time is greater than 95.00%: No Performance Credit will be due to Miami-Dade County.

2. Where Percentage Response Time is equal to or less than 95.00%: Miami-Dade County shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

iii. “Technical Support Problem Response” Service Level.

i. Definition.

- a) **“Total Problems”**: The total number of problems occurring in the reporting month.

3.0 Service Level Standard

- a) Problems shall be confirmed as received by Contractor 100% of the time each reporting month, in accordance with the Request Response Time associated with the SaaS Severity Level.
- b) **Calculation.** $((\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}) * 100 = \text{Percentage Problem Response}$ (as calculated by rounding to the second decimal point).
Note: This Calculation must be completed for each SaaS Severity Level. [SEP]

4.0 Performance Credit

4.1 SaaS Severity Level 4–3.

- i. **Where Percentage Problem Response is greater than 99.00%:** No Performance Credit will be due to Miami-Dade County.
- ii. **Where Percentage Problem Response is equal to or less than 99.00%:** Miami-Dade County shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

4.2 SaaS Severity Level 2–1.

- i. **Where Percentage Problem Response is greater than 90.00%:** No Performance Credit will be due to Miami-Dade County.
- ii. **Where Percentage Problem Response is equal to or less than 90.00%:** Miami-Dade County shall be due a Performance Credit in the amount of .5% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

5.0 Service Level Reporting

On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting month, Contractor shall provide reports to Miami-Dade County describing the performance of the SaaS Services and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by Miami-Dade County, and, in no case, contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the service level standards described herein; (c) the specific remedial actions Contractor has undertaken or will undertake to ensure that the service level standards described herein will be subsequently achieved; and, (d) any Performance Credit due to Miami-Dade County. Contractor and Miami-Dade County will meet as often as shall be reasonably requested by Miami-Dade County, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard described herein in the applicable timeframe, the service level standard shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Contractor shall, without charge, make Miami-Dade County historical service level standard reports to Miami-Dade County upon request.

6.0 Failure to Meet Service Level Standards

In the event Contractor does not meet a service level standard described herein, Contractor shall: (a) owe to Miami-Dade County any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet service level standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall Miami-Dade County be required to notify Contractor that a Performance Credit is due as a condition of payment of the same.

7.0 Termination for Material and Repeated Failures

Miami-Dade County shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any service level standards described herein: (a) to such an extent that the Miami-Dade County ability, as solely determined by Miami-Dade County, to use the SaaS Services is materially disrupted, Force Majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

8.0 Audit of Service Levels

No more than quarterly, Miami-Dade County shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to Miami-Dade County but not paid, Contractor shall immediately owe to Miami-Dade County the applicable Performance Credit.

APPENDIX C

PRICE AND PAYMENT SCHEDULE

A. INITIAL FIVE (5) YEAR TERM PRICING

The following pricing will be applicable to the initial (5) year term.

TABLE 1 – First Year Fees for Implementation and Licenses	PRICE
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fees	\$288,000.00
PHASE 1 – Project Launch	\$8,237.00
PHASE 2 - Discovery	\$10,296.00
PHASE 3 – Assessments & Planning	\$6,178.00
PHASE 4 – Data Migration & Interface	\$72,072.00
PHASE 5 – Configuration and Training	\$82,368.00
PHASE 6 – Validation & Acceptance – Boot Camp	\$20,592.00
PHASE 7 – Cutover Go-Live	\$4,118.00
PHASE 8 – Post Implementation Support Turnover	\$2,059.00

TABLE 2 – Hosting, Maintenance and Support Software Licenses Fees (Initial Contract Term)	
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fee Year 1	All Year 1 fees listed in Table 1
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fee Year 2	\$308,160.00
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fee Year 3	\$329,731.20
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fee Year 4	\$352,812.38
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fee Year 5	\$377,509.25

***HD 2.0 | IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fees for Year 1 shall be invoiced and due upon execution of contract. All HD 2.0 | IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fees thereafter shall be invoiced and due upon the anniversary of prior year's subscription with a 7% increase as included in the rates provided above.**

B. OPTIONAL YEAR TO RENEW (OTR) FEES

Description	Annual Fee
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fee Year 6, including maintenance and technical support service fees	\$403,934.90
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fee Year 7 including maintenance and technical support service fees	\$432,210.34
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fee Year 8 including maintenance and technical support service fees	\$462,465.07
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fee Year 9 including maintenance and technical support service fees	\$494,837.62
HD 2.0 IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fee Year 10 including maintenance and technical support service fees	\$529,476.25

All HD 2.0 | IMPACT Collections Ecosystem Cloud SaaS Annual Subscription Licensing Fees thereafter shall be invoiced and due upon the anniversary of prior year's subscription with a 7% increase as included in the rates provided above.

C. OPTIONAL PROFESSIONAL SERVICES

Compensation for Optional Professional Services shall be based on the projects assigned. Contractor shall use agreed upon hourly rate to calculate the not-to-exceed cost statement required for each project.

Service	Initial 5-yr Contract Term	OTR 1	OTR 2	OTR 3	OTR 4	OTR 5
Project Manager	\$195	\$195	\$195	\$195	\$195	\$195
Developer	\$195	\$195	\$195	\$195	\$195	\$195
Web Developer	\$195	\$195	\$195	\$195	\$195	\$195
Trainer	\$195	\$195	\$195	\$195	\$195	\$195
System Administrator	\$195	\$195	\$195	\$195	\$195	\$195
Database Administrator	\$195	\$195	\$195	\$195	\$195	\$195
On-Site Training (Per Day)	\$195	\$195	\$195	\$195	\$195	\$195
Other (List Professional Title)	\$195	\$195	\$195	\$195	\$195	\$195

Note: Compensation to the selected Proposer for Optional Professional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project, inclusive of all costs, including travel, per diem, etc. Notwithstanding the hourly rates above, the County reserves the right to negotiate any additional optional services or development on a fixed fee per project cost.

D. OPTIONAL ARTIFICIAL INTELLIGENCE DIGITAL ENGAGEMENT PLATFORM

End-to-end Ai (artificial intelligence) Digital Collections Engagement Platform that leverages Natural Language technology to recognize conversational intents of the consumer, converts those intents into actionable contexts and queries them against the HD 2.0 | COLLECTIONS Ecosystem's BI engine to produce an interactive conversational experience. The Ai engine identifies new intents on-the-fly and trains itself to utilize those in new actionable context driven outcomes. Includes Text Broadcaster.

HD 2.0 Ai (Artificial Intelligence) module	\$99/user/month with a \$.034 cents/min usage fee billed monthly
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E. DIALER AND ACI (OPTIONAL USAGE)

End-to-end digital customer service engagement system that allows the County to service customers with real-time information with a self-serve experience. The HD 2.0 | Dialer + ACI provides the County with the keys to create multi-channel self-service journeys that are custom fit for County's customers. The HD 2.0 | Dialer + ACI IVR is a powerful omni channel automation tool that is fully customizable so the County can configure what works best. HD 2.0 | Dialer + ACI makes creating IVRs easy with Contact Flow Editor, a powerful IVR builder with an intuitive, drag and drop interface. The HD 2.0 Financial Ecosystem offers the HD 2.0 | IVR integrated platform as a Unified Data Model by which all information is consolidated within in one place, so customers do not repeat themselves, and agents have the information they need to deliver exemplary service. The Dynamic Message Editor lets the County change the IVR message in minutes, so to inform customers about new or revised changes digitally. The HD 2.0 | IVR is an integrated platform that match callers with the Ecosystem's customer records using a phone number, account information, or other data on file.

HD 2.0 DIALER + ACI USAGE	\$.034 cents/min usage fee billed monthly
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**APPENDIX D
ACCEPTANCE FORM**

Deliverable Title: PHASE 1 – Project Launch

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 Miami-Dade County and Contractor. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverables below, as further described in Section 4.0 Implementation Timetable, Appendix A, Scope of Services.

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

Deliverable Description
Project Management Portal Kick-Off Meeting Resource Assignment Infrastructure Data Center Established

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
ACCEPTANCE FORM**

Deliverable Title: PHASE 2 - Discovery

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 Miami-Dade County and Contractor. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverables below, as further described in Section 4.0 Implementation Timetable, Appendix A, Scope of Services.

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

Deliverable Description
Gap Analysis County-approved Body of Work

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
ACCEPTANCE FORM**

Deliverable Title: PHASE 3 – Assessment & Planning

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 Miami-Dade County and Contractor. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverables below, as further described in Section 4.0 Implementation Timetable, Appendix A, Scope of Services.

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

Deliverable Description
Project Plan Established from Body of Work Assessment Project Teams and Resources Assigned Revised Project Plan 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: _____

APPENDIX D ACCEPTANCE FORM

Deliverable Title: PHASE 4 – Data Migration & Interfaces

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 Miami-Dade County and Contractor. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverables below, as further described in Section 4.0 Implementation Timetable, Appendix A, Scope of Services.

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

Deliverable Description
Data Conversion Plan, Transform and Load Data into HD 2.0, Successful load of new accounts and changes to existing account data, Successful completion of third party integration tools, Successful Completion of a Full Mock Conversion, Converted Data in non-active Production Database and Completed Verification Document of All, Required Data Conversions Completed Successfully

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
ACCEPTANCE FORM**

Deliverable Title: PHASE 5 – Application Training & Configuration

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 Miami-Dade County and Contractor. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverables below, as further described in Section 4.0 Implementation Timetable, Appendix A, Scope of Services.

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

Deliverable Description
County Application Training Configured and Tested Application Software Specific Programs/Modifications Developed and Tested Completed review and revision of fully configured solution

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 ACCEPTANCE FORM

Deliverable Title: PHASE 6 – Validation & Acceptance

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 Miami-Dade County and Contractor. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverables below, as further described in Section 4.0 Implementation Timetable, Appendix A, Scope of Services.

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

Deliverable Description
System Testing Security Testing Performance Testing - Stress Testing - Needs Scheduling Boot Camp - User Acceptance

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 ACCEPTANCE FORM

Deliverable Title: PHASE 7 – Cutover – Go-Live

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 Miami-Dade County and Contractor. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverables below, as further described in Section 4.0 Implementation Timetable, Appendix A, Scope of Services.

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

Deliverable Description
County approves software configuration satisfies all requirements County confirms all personnel are able to manage the solution Conversion Trial Cutover 2 Conversion Trial Cutover 3 Final Go-Live Successful operations verification at Go-Live County approves transition from Contractor Processional Services Team to Contractor Support Team

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 ACCEPTANCE FORM

Deliverable Title: PHASE 8 – Post Implementation Support Turnover

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 Miami-Dade County and Contractor. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverables below, as further described in Section 4.0 Implementation Timetable, Appendix A, Scope of Services.

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

Deliverable Description
Support Portal Access Post-Implementation Support

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: _____