

Memorandum



Date: April 4, 2023

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

Agenda Item No. 8(P)(2)

From: Daniella Levine Cava
Mayor 

Resolution No. R-302-23

Subject: Recommendation for Approval to Award a Legacy Contract for an Electronic Traffic Crash Report System

Summary

This item is for award of a revenue generating contract to LexisNexis Coplogic Solutions, Inc. (LexisNexis) for the Miami-Dade Police Department (MDPD). Through this legacy contract, MDPD will have access to the LexisNexis web-based Electronic Traffic Crash Reporting System (System) to upload crash reports in compliance with Florida Statute 316.066 regarding *Written Report of Crashes* and Florida State Statute 119.07 regarding *Public Records Requests*. To comply with these requirements, the State has mandated that law enforcement agencies submit standardized traffic crash report forms. It is important to note that the System currently processes in excess of 56,000 crash reports on an annual basis. It allows for automated completion of the Florida Traffic Crash Report, the Driver Exchange Form, the Towing Form, and the Confidential Hit and Run Report. The Florida Traffic Crash Report and Traffic Homicide Report are available for purchase by the public for \$10.00 per report; this revenue is shared equally between LexisNexis and the County. Due to the proprietary nature of the software provided by LexisNexis, competition for these services is not practicable. The cumulative estimated revenue for the initial and the option to renew terms under this contract is \$914,802.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for award of a revenue generating contract under *Legacy Contract No. L-10096, Electronic Traffic Crash Report System*, to LexisNexis for MDPD, pursuant to Section 2-8.1(b)(2) of Miami-Dade County Code. MDPD requires continuous access to a web-based Electronic Traffic Crash Reporting System to remain in compliance with Florida State Statutes. LexisNexis will provide the County with the required hosting, unlimited access, maintenance, and technical support services for the System at no charge to the County. LexisNexis is also responsible for collecting payment for purchases of traffic crash reports from their website. In addition to these services, the County will continue to offer traffic reports for purchase at the MDPD Records Bureau.

Background

The System assists MDPD officers and Public Service Aides (PSAs) with efficiently completing electronic traffic crash reports and includes features such as pre-populating incidents from the 911 Computer Aided Dispatch (CAD) calls, providing driver and vehicle data, such as accidents and expired tags, and assisting in the selection of correct offenses, as well as performing data validation and applying address geo-coding. The System is actively used by approximately 3,000 police officers and PSAs and has been integrated with MDPD systems to include:

- CAD incident data via MDPD in-house developed ePolice system – populates incident information such as time, date, and location in the crash report.
- Motorola PMDC CAD client and MDPD LawQuery – used for querying Florida Highway Safety Motor Vehicles (FLHSMV) and Florida Crime Information Center (FCIC) databases to populate all defendant and vehicle related fields on crash reports and citations.

- Miami-Dade County Geographical Information System (GIS) – used for geocoding and validating addresses entered into crash reports and citations.
- Documentum Enterprise Content Management System – Stores PDF images of completed crash reports for future retrieval across the department.
- Crime Data Warehouse (CDW) – Data is collected in the CDW for statistical reporting purposes, through the same interface that MDPD users access for reporting on other data collected by the department.
- Clerk of Courts (COC) – Data from Citation module only is sent to the COC to handle payment or other dispositions. The module complies with all state and local laws, and electronically transfers traffic citation data to the COC in the Traffic Citation Accounting Transmission System (TCATS) format which is mandated by the FLHSMV. The System provides the functionality to track and notify officers of rejected citations, allowing for correction and resubmittal to the CoC through the same eCitation module.

Replacement of the System would entail costs to rebuild the existing interfaces, which are estimated at \$25,000 per interface; training for a new Crash and Citation system that would take approximately four hours per user for 3,000 users at an average hourly rate of \$41.64, or approximately \$500,000 of MDPD man-hours; and new software licensing costs that could range up to several thousand dollars.

Competition for these services is not practicable at this time because of the proprietary nature of the software provided by LexisNexis. The feasibility of competition will be continually monitored so that the need for future legacy purchases is reduced or eliminated as soon as practicable. Accordingly, it is in the County's best interest to award this legacy contract pursuant to Section 2-8.1(b)(2) of the County Code to allow MDPD to continue accessing the required services.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

There is a positive fiscal impact to the County resulting from this item as the contract is expected to generate revenue for the County. The projected revenue for the initial one-year term is \$130,686. If the three, two-year option to renew terms are exercised, the contract is estimated to generate \$914,802 for a seven-year term. Revenue estimates are based on the revenue generated in prior years.

Department	Projected Cumulative Revenue	Funding Source	Contract Manager
MDPD*	\$914,802	Revenue Generating	Jose Rivero
Total:	\$914,802		

* It should be noted that contracts contain termination for convenience provisions which can be exercised if the services in this item are affected by the establishment of the constitutional offices.

Track Record/Monitor

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

Delegated Authority

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

Vendor Recommended for Award

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
LexisNexis Coplogic Solutions, Inc.	100 Alderman Drive Alpharetta, GA	None	0	Mark Vickers Kelsey
			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.

Due Diligence

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

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply as the services are not covered under the Ordinance.



Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM

(Revised)

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

DATE: April 4, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(2)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(2)
4-4-23

RESOLUTION NO. R-302-23

RESOLUTION AUTHORIZING AWARD OF A LEGACY CONTRACT FOR PURCHASE OF AN ELECTRONIC TRAFFIC CRASH REPORT SYSTEM FOR THE MIAMI-DADE POLICE DEPARTMENT, CONTRACT NO. L-10096 TO LEXISNEXIS COPLOGIC SOLUTIONS, INC. WITH A PROJECTED REVENUE OF \$914,802.00 TO THE COUNTY FOR AN INITIAL ONE-YEAR TERM AND THREE TWO-YEAR OPTION TO RENEW TERMS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT AND 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

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:

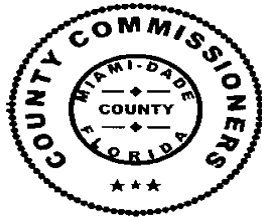
Section 1. This Board authorizes award of a legacy contract pursuant to section 2-8.1(b)(2) of the County Code to LexisNexis Coplogic Solutions, Inc. with a projected revenue of \$914,802.00 to the County for the initial one-year and three two-year option to renew terms for Contract No. L-10096, in substantially the form attached hereto and made a part hereof, for the purchase of an Electronic Traffic Crash Report System for the Miami-Dade Police Department.

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

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of April, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Electronic Traffic Crash Report System License, Maintenance and Support Services Agreement
Contract No. L-10096

THIS AGREEMENT made and entered into as of this _____ day of _____, 2022 by and between LexisNexis Coplogic Solutions Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 1000 Alderman Drive, Alpharetta, Georgia 30005 (hereinafter referred to as the "**Contractor**"), and 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**").

WITNESSETH:

WHEREAS, the Contractor has offered to provide license, maintenance, and support services for an Electronic Crash Report System ("**eCrash**"), on a non-exclusive basis, that shall conform to the terms and conditions of this Agreement including all associated addenda and attachments; and,

WHEREAS, the County desires to procure from the Contractor such license, maintenance, and support services for an Electronic Crash Report System for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Contractor.
- b) The words "**Contract**" or "**Agreement**" to mean collectively these terms and conditions, the Scope of Services (Appendix A), and the Administrative Cost Recovery Schedule (Appendix B), Security and Notification Requirements (Appendix C), eCrash Order (Appendix D) and County Security Requirements (Appendix E).
- c) The words "**Contract Date**" to mean the date on which this Agreement is effective.
- d) The words "**Contract Manager**" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- e) The word "**Contractor**" to mean LexisNexis Coplogic Solutions Inc. and its permitted successors.

- f) The word "**Days**" to mean Calendar Days.
- g) 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.
- h) 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 reasonable opinion of the parties.
- i) The word "**Documentation**" to mean all manuals, user documentation, and other related materials pertaining to the software which are furnished to the County in connection with the software.
- j) 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 parties to the Agreement in a writing executed by the parties.
- k) The words "**Field Application**" to mean the portion of the Software System to be locally installed on County owned hardware.
- l) The word "**Maintenance**" to mean the product updates and product upgrades required for the County to achieve optimal performance of the software in accordance with the terms of the Agreement.
- m) The words "**Project Manager**" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- n) The word "**Report**" means each documented vehicle accident, citation and incident occurring within the State's jurisdiction, including any associated or supplemental information provided with the Report including State name, images and upload date, as applicable.
- o) The words "**Services**", shall mean various products and services contained herein (collectively referred to as the "Services") as described in the applicable eCrash Order ("**Order**") attached hereto as Appendix D.
- p) The words "**Scope of Services**" and "**eCrash Order**", to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- q) The words "**Software System**" to mean the computer programs in machine readable object code form listed in Appendix A "Scope of Services" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement. Appendix A "Scope of Services" may be amended from time to time by the parties in writing.
- r) 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.

- s) The words "**Support Services**" to mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the software capabilities.
- t) The words "**Work**", "**Services**", "**Program**", or "**Project**" to mean enhancements or modifications to the software in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.
- u) The words "**Web Services**" to mean the portion of the Software System to be made available to both public and internal County users via the internet.

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)** eCrash Order (Appendix D), **4)** the Administrative Cost Recovery Schedule (Appendix B), **5)** the Security and Notification Requirements (Appendix C), and **6)** County Security Requirements (Appendix E)

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) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- c) 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. The parties by their signatures below hereby certify that the parties agree to be bound by the terms and conditions of this Agreement. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by parties and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; the parties' continuation of providing or receiving products or services; or any other inaction by the parties shall not constitute the parties' consent to or acceptance of any additional or different terms from those stated in this Agreement. 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 reasonably necessary for or incidental to the effective and complete performance of all Work and Services under this Contract.
- 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 reasonable 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 reasonable changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the twelfth (12th) month, thereafter. The County, at its sole discretion, reserves the right to exercise the option to renew of this Contract for three (3) additional two-year terms, for a maximum total of six (6) years. 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. A renewal or extension shall be in writing signed by the parties. 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. GRANT OF RIGHTS

- a) License. The License granted for Services under this Agreement authorizes the County on a nonexclusive basis to use the Services on Designated Equipment as outlined in Exhibit "A". Upon full execution of this Agreement, Contractor grants County a restricted, limited, revocable license to use the Services only as set forth in this Agreement and for no other purposes, subject to the restrictions and limitations set forth below:
 - i. County shall not use the Services for marketing purposes or commercial solicitation, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - ii. County shall not access or use Services from outside the United States without Contractor's prior written approval; and
 - iii. County shall not use the Services to create a competing product or provide data processing services to third parties; and

- iv. County's use of the Services hereunder will not knowingly violate any agreements to which County is bound; and
 - v. County shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - vi. County may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - vii. County shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include County's employees who have a need to know such information); and
 - viii. County shall not permit any third party (third parties shall not include County's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to County; and
 - ix. County shall comply with all laws, regulations, and rules which govern the use of the Services.
- b) In addition, Contractor may impose restrictions and/or prohibitions on the County's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of modification of third-party agreements, a change in law or regulation, or the interpretation thereof. Upon written notification by Contractor of such restrictions, County agrees to comply with such restrictions or, in the event that County is unable to comply, it shall notify Contractor in writing of its inability to comply within a reasonable period of time not to exceed ten (10) days after receipt of Contractor's written notification, unless, in Contractor's sole discretion, Contractor agrees to extend County's notification period to no more than thirty (30) days after County's receipt of Contractor's written notification. In that event, either party may immediately terminate this Agreement by providing written notice thereof to the other party without such termination constituting a breach of this Agreement.

If Contractor determines that the continued provision of any Service entails a potential security risk, or that the County has materially breached its security obligations in Appendix C, or that the County is in violation of any regulation or law, Contractor may take immediate action, including, without limitation, immediately suspend the delivery or use of any affected Service until, such violation or breach has been cured. In addition to the foregoing, in the event of a County Security Event, Contractor may terminate the affected Service without further obligation or liability of any kind. For the purposes of this section, the term "potential security risk" shall mean a situation in which Contractor learns that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person.

ARTICLE 7. DELIVERY Intentionally omitted.

ARTICLE 8. RETENTION AND DISTRIBUTION

For all Services provided hereunder that involve Reports, Contractor will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report as provided in Chapter 119, Florida Statutes, or as otherwise provided by law. For Services that contemplate the sale of Reports, as more specifically described in an Order, Contractor shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized**

Requestors") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Contractor's Affiliates (defined in herein) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws and regulations.

ARTICLE 9. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by 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 Police Department
Attention: Jose Rivero
Phone: 305-471-1855
E-mail: JLRivero@mdpd.com

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

- a) LexisNexis Coplogic Solutions Inc.
1000 Alderman Drive
Alpharetta, GA 30005
Attention: Associate Vice President Coplogic Vertical
Phone: 317-201-9546
E-mail: Jason.Larue@lexisnexisrisk.com

and,

- b) LexisNexis Coplogic Solutions Inc.
1000 Alderman Drive
Alpharetta, GA 30005
Attention: Vice President Legal

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

ARTICLE 10. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

10. 1 The Contractor shall provide the Services, as stated in Appendix D "eCrash Order" and Appendix A "Scope of Services," at no cost to the County. In accordance with CH. 119.07 of the Florida Statutes, Contractor agrees to provide the County with an administrative fee at the firm and fixed rate as stated in Appendix B "Administrative Cost Recovery Schedule", for the term of the Contract including any option or extension periods to cover the direct and indirect costs of providing electronic access to public records collected under this Software System. Unless mutually agreed upon in writing between the two parties, the cost to the public for the purchase of traffic crash reports will be Ten Dollars and 00/100 (\$10.00) per report. Adjustments to this fee may result in a renegotiation of the percentages outlined in Appendix B, "Administrative Cost Recovery Schedule."

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.

10.2 Fees due to County. Using the process as herein defined, on behalf of County, Contractor will collect and remit to County a fee for all Reports ("**County Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Contractor will electronically transfer to County's designated account, the total amount of applicable County Fee collected by Contractor during the previous month. Contractor will make available a monthly report to County identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

- i. No County Fee will be paid with respect to the following:
 - a) When an Affiliate of Contractor has paid a County Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Contractor to an Authorized Requestor or an Affiliate of Contractor; or
 - c) When a Report is acquired by an Affiliate of Contractor from a source other than the eCommerce portal set forth on the applicable Order; or
 - d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Contractor or its Affiliate to pay an County Fee to the County when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. County acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

10.3 Fees retained by Contractor. Where permitted by law, Contractor will charge a convenience fee of Five Dollars and 00/100 (\$5.00) for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Contractor. The Convenience Fee shall be established by Contractor at its discretion, but in no event shall it exceed the amount Contractor may legally charge an Authorized Requestor.

ARTICLE 11. METHOD AND TIMES OF PAYMENT

The Contractor shall be responsible for collecting all payments for transactions completed via the Web Services and providing administrative fees to the County on a monthly basis. Payments shall be due to the County no later than the last day of the month for the previous month's revenue. Payments shall be issued to the County in the form of an electronic payment issued to Miami-Dade County. Monthly statements shall be provided in electronic format via County's access to Contractor's Command Center. The County may request reasonable documentation from the Contractor reasonably required to verify information contained within the statements. Statements shall show the County's Agreement number and shall have a unique statement number assigned by the Contractor.

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

Miami-Dade County
ITD Account Payables
5680 SW 87th Ave
Miami, FL 33173
Attention: Account Payables

Statements shall be submitted in Microsoft Excel or Access format by the Contractor to the County as follows:

E-mail: JLRivero@mdpd.com

And:

E-mail: 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 12. WARRANTIES

- a) **Ownership.** The Contractor represents that it is the owner of the entire right, title, and interest in and to Services, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.
- b) **Limited Warranty.** Contractor represents and warrants to the County that the Services, when properly installed by the County, will perform substantially as described in Contractor's then current Documentation for such Services for a period of one year from the date of original acceptance.
- c) **Limitations.** Notwithstanding the warranty provisions set forth in Section 12 herein, all of

Contractor's obligations with respect to such warranties shall be contingent on County's use of the Services in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Services which are the result of accident, abuse, misapplication, or extreme power surge.

- d) Contractor's Sole Remedy. The Contractor's entire liability and the County's exclusive remedy for breach of this Article shall be, at the County's option repair or replacement of the Services; provided the Contractor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Services will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.
- e) EXCEPT AS PROVIDED ABOVE, THE SERVICES PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER. For purposes of this section, "Contractor" includes Contractor and its Affiliates, subsidiaries, parent companies, and data providers.

ARTICLE 13. INDEMNIFICATION AND INSURANCE

To the extent permitted under applicable law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which are asserted against the County or its officers, employees, agents or instrumentalities by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement or (ii) the gross negligence or willful misconduct of the Contractor during the term of this Agreement or (iii) any death or injury caused by the negligent acts of Contractor in its performance of its obligations under the Agreement. The indemnities in this section are subject to the County promptly notifying the Contractor in writing of any claims or suits. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

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

occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than \$1,000,000 per 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.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause. Contractor shall provide a Certificate of Insurance upon written request from the County.

ARTICLE 14. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Contractor's profession, 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 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.
- c) 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.
- d) 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.
- e) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 15. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be 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 request 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 16. 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 17. DISPUTE RESOLUTION

- a) If there are any 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, the parties will call for progressive management involvement as provided below:

Level	Contractor	County	Timeframe
First Level	Account Manager	ITD Public Safety Applications Computer Services Manager	Resolve within 5 days
Second Level	Director of Sales	MDPD IT Services Bureau Commander	Resolve within 5 - 10 days
Third Level	Sr. Executive LexisNexis Coplogic Solutions Inc.	County Mayor or Designee	Resolve within 10 - 15 days

- b) The allotted time for the first-level negotiators will begin on the date of the invoking party's notice. If a resolution is not achieved by the negotiators at any given management level at the end of their allotted time, then the allotted time for the negotiators at the next management level, if any, will begin immediately. If negotiators at the final management level do not achieve a resolution within their allotted time, then either party may pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 18. AUTHORITY OF THE COUNTY'S PROJECT MANAGER Intentionally omitted.**ARTICLE 19. 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) Unless otherwise agreed in writing, in those situations where this Agreement imposes an indemnity obligation on the Contractor, Contractor shall have the right to conduct the defense of any such claims hereunder and all negotiations for settlement or compromise, so long as such settlement or resolution does not require the admission of liability with regard to the County. The County may, at its expense, elect to participate in the defense if the County should so choose.

ARTICLE 20. 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 21. AUDITS

a) The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce certain Contractor's books, documents, papers and records which apply to specific matters of the County and are relevant to the Agreement. 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 certain financial and performance related records, property, and equipment purchased in whole or in part with government funds under this Agreement within five (5) business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Notwithstanding the foregoing, in relation to Contractor's Information Security Program, County may periodically, but not more than once per calendar year and subject to the execution of a confidentiality and non-disclosure agreement, upon thirty (30) days written notice and having provided a plan for such review to Contractor, review certain Contractor's records regarding its compliance with Contractor's obligations regarding information security. Such review shall be conducted at a mutually agreed upon time, so as not to disrupt Contractor's business operations. County agrees that any information provided by Contractor: 1) shall not be disclosed by County to any third party without Contractor's express written approval; 2) shall be afforded the same protections as County affords its own confidential information; and 3) shall only be used for County's internal business purposes. County agrees to abide by Contractor's applicable policies during any such review. Nothing contained herein shall be construed as requiring Contractor to disclose information that is protected by the attorney-client privilege or otherwise confidential.

b) Contractor Audit Rights. County understands and agrees that, in order to ensure County's compliance with the Agreement, as well as with applicable laws, regulations and rules, Contractor's obligations under its contracts with its data providers, and Contractor's internal policies, Contractor may conduct periodic reviews of County's use of the Services and may, upon reasonable notice, audit County's records, processes and procedures related to County's use, storage and disposal of the Services and information received therefrom. County agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Contractor will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and County's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

ARTICLE 22. SUBSTITUTION OF PERSONNEL Intentionally omitted.

ARTICLE 23. MODIFICATIONS

- a) Error Corrections and Updates. The Contractor will, as needed to maintain the application, issue and/or provide the County with error corrections, bug fixes, patches or other updates to the Services licensed hereunder in object code form, that are generally made available to customers along with any corresponding changes to documentation.
- b) Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Services. When requested by the County and agreed to by the Contractor, the Contractor shall provide the requested system enhancements/modifications. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("**SOW**") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

The SOW shall include detailed requirements and the complete payment terms that govern the SOW and other information relevant to the Project. Each SOW executed hereunder shall be executed by both parties and shall automatically incorporate the terms and conditions of this Agreement. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

- i. Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software System, and Documentation relating to the Services and or enhancements/modification thereto.
- c) Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor.

ARTICLE 24. INTELLECTUAL PROPERTY OWNERSHIP

- a) Proprietary Information. The parties acknowledges that all Services and Documentation constitutes or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use. Contractor acknowledges County may provide information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.
- b) Proprietary Rights. The parties hereby acknowledges and agree that a disclosing party retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by it hereunder, including all copyright and other proprietary rights therein. A receiving party (as well as its employees, agents, subconsultants and suppliers) may use a disclosing party's proprietary information only in connection of the performance of its obligations and/or rights under this Agreement.
 - i. All rights, title and interest in and to a disclosing party's certain ideas, designs and methods, specifications and other documentation related thereto or developed by a disclosing party hereunder shall remain the property of the disclosing creating party unless otherwise set forth in a SOW signed by both parties.
- c) No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Services, or any portion thereof.

- d) Ownership. County further acknowledges that all copies of the Services in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Services or copies thereof except as provided in this Agreement, and further shall secure and protect all Services and Documentation consistent with maintenance of Contractor's proprietary rights therein.
- e) 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 25. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS Intentionally omitted.

ARTICLE 26. ASSIGNMENT

Neither party shall 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 other party, and any attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a party, does not require the consent of the other party. This Agreement will be binding upon the parties' respective successors and assigns.

ARTICLE 27. SUBCONTRACTUAL RELATIONS Intentionally omitted. Subcontractors not allowed under this Agreement.

ARTICLE 28. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS Intentionally omitted.

ARTICLE 29. HEADINGS, INTERPRETATIONS, SEVERABILITY

The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either party. 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 30. 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 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.
- c) 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.

- d) 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. take no action which will increase the amounts payable by the County under this Agreement; and
- e) 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 portion of the Services completed in accordance with the Agreement up to the Effective Termination Date.
- f) Contractor may, upon a mutually agreeable timeframe, written notice to County, terminate any Service that will no longer be supported or offered by Contractor. Contractor will make reasonable efforts to transition County to a similar Service, if available. Further, Contractor may at any time cease to provide County access to any portions of features of the Services thereof which Contractor is no longer legally or contractually permitted to provide.
- g) Upon termination of this Agreement, each party shall be liable for payment to the other party of all amounts due and payable for Services provided through the effective date of such termination. To clarify, in the event of termination by the County, the Contractor shall refund to the County a prorated portion of any annual fees for any unused months of Services. Upon receipt of County's written request after termination, Contractor shall provide County with access to Reports provided by County under this Agreement and/or data provided through provision of the Services by County so County may download and/or copy such information. Contractor shall not be obligated to delete from its databases (or from other storage media) and/or return to County, Reports already provided to Contractor by County, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.
- h) All compensation pursuant to this Article are subject to audit as provided in Article 21.

ARTICLE 31. 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 materially delivered Deliverables on a timely basis;
 - ii. 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;
- iii. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - iv. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - v. 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 termination of this Agreement.
- 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 that are County's proprietary or Confidential Information (as defined below).

ARTICLE 32. 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 promptly or this Agreement with the County may be terminated. Notwithstanding, the County shall, 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 33. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the County may bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 34. 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 if used pursuant to the terms of this Agreement.
- c) Other than for claims or liabilities arising from the County's modifications or improper use / misuse, of the Services, or Documentation or other proprietary information provided under this Agreement, Contractor shall be liable and responsible for any and all claims made against the County by a third party for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, arising from County's use of the Documentation, Services, 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, provided prompt written notice of the claim is given to Contractor, Contractor at its own expense, including the payment of reasonable attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County by a third party 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 Deliverable or Services.

ARTICLE 35. CONFIDENTIALITY

"Confidential Information" means all non-public information provided by the disclosing party to the receiving party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement. 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 party, 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 other party. The County and the Contractor agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

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 confirmed 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.

It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the non-breaching party shall be entitled to injunctive relief to restrain any such breach or threatened breach. Upon written request 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, unless retention of such information is required by law, regulation, court order, or other similar mandate. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

Each party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Contractor retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and County shall use such information consistent with such right, title and interest and notify Contractor of any threatened or actual infringement thereof. County shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

A party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving party provides the disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

Upon the written request of a party (and except as otherwise specifically set forth in an applicable Order), each party shall return or destroy (and certify such destruction in a signed writing) any of the other party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

During the term of this Agreement and subject to approval by County, County agrees to serve as

a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Contractor; (iii) the use of County's name in Contractor marketing activities; or (iv) a favorable reference of Contractor to an industry analyst or at an industry conference.

ARTICLE 36. LIMITATION OF LIABILITY

COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE CONTRACTOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE SERVICES AND DOCUMENTATION.

Any provision herein to the contrary notwithstanding, the aggregate maximum liability of Contractor to any person, firm or entity whatsoever arising out of or in the connection with any license, use or other employment of any Services delivered to the County hereunder, whether such liability arises from any claim based on breach or repudiation of Agreement, warranty, tort or otherwise, shall in no case exceed two times the total amount of Fees actually received by Contractor from County (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. Notwithstanding any other provision of this Agreement, in no event shall Contractor be liable for indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

ARTICLE 37. REPRESENTATIONS AND WARRANTIES

County represents and warrants to Contractor that County is fully authorized to disclose Reports, information, and related data or images to Contractor in accordance with this Agreement and to grant Contractor the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Contractor, Contractor represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each party agrees to use any data and provide any services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

ARTICLE 38. PROPRIETARY INFORMATION Intentionally omitted.

ARTICLE 39. PROPRIETARY RIGHTS Intentionally omitted.

ARTICLE 40. 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 41. 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.

Notwithstanding the above, the parties agree that the Contractor will not bear the cost of any audit under this provision.

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 fourteen (14) days prior 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 which shall be directly related and relevant to this Agreement in the Contractor's possession, custody or control which, 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 42. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Each party 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, is not applicable to this Contract.
- c) Environmental Protection Agency (EPA), is not 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.
- n) Driver's Privacy Protection Act. County is required to comply with the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., and its state analogues, as applicable.
- o) Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. County certifies that it will not use any of the information it receives through the Services in connection with any purpose for which a consumer report may be used under the FCRA or any similar state statute,

or for commercial solicitation purposes (which use is strictly prohibited). County shall not use the Services for employment purposes, including hiring, termination, and promotion decisions.

- p) Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, County will not provide Contractor with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- q) Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, County acknowledges that, under this Agreement, Contractor will not provide Social Security Numbers to County. Should County require Social Security Numbers in connection with its legal and permitted use of the Services hereunder, County should contact 1-866-215-2771 for assistance.
- r) Privacy Principles. County shall comply with the "Contractor Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Contractor shall notify County in writing in the event that material changes are made to the Contractor Data Privacy Principles.
- s) Security. County agrees to protect against the misuse and/or unauthorized access of the Services provided to County in accordance with this Agreement and as set forth in Appendix C - Contractor Security and Notification Requirements, attached hereto.

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 43. 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 44. CONFLICT OF INTEREST

The Contractor represents that, to the best of its knowledge, throughout the duration of this Agreement:

- 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 45. 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) 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 46. 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 47. 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.

ARTICLE 48. FIRST SOURCE HIRING REFERRAL PROGRAM Intentionally omitted.

ARTICLE 49. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Parties acknowledge and agree that Contractor is providing software as a service under this Agreement and will not have prompt or ready-access to the County's records under this Agreement. To the extent that County provides Public Records (as defined under the applicable public records act), to Contractor pursuant to this Agreement, the Contractor shall comply with the Public Records Laws of the State of Florida. The foregoing provision shall not apply to public records purchased by Contractor independent of the Services provided under this Agreement. Contractor shall, in compliance with 119.0701(b) (1) keep and maintain public records required by County to perform the service; (2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and (4) upon completion/termination of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion/termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contractor, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, 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 50. SOFTWARE ESCROW Intentionally omitted.

ARTICLE 51. SOFTWARE SOURCE CODE ESCROW AGREEMENT Intentionally omitted.

ARTICLE 52. PAYMENT CARD INDUSTRY SECURITY STANDARDS

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

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

ARTICLE 53. PURCHASE OF ADDITIONAL PRODUCTS/SERVICES

Additional products and services related to the System for which the Contractor is the proprietary provider or authorized reseller/distributor may be purchased during the term of the Contract. In the event the County wishes to purchase such additional items, a County representative will contact the Contractor to obtain a price proposal for the additional items. In the event that the County opts to proceed with the purchase, an amendment will be mutually agreed upon by the parties and executed in writing.

ARTICLE 54. FORCE MAJEURE

Neither party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either party may terminate this Agreement or any impacted Order with no further liability, except that County will be obligated to pay Contractor for the Services provided under this Agreement prior to the effective date of such termination.

ARTICLE 55. MISCELLANEOUS

a) Contractor may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Contractor and subject to all Contractor policies that govern data access, protection and transport in the United States.

b) No failure or delay on the part of any party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

ARTICLE 56. SURVIVAL

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

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

LexisNexis Coplogic Solutions Inc.

Miami-Dade County

By:

Name: William S. MadisonTitle: Executive Vice PresidentDate: 06/07/2022

Attest:

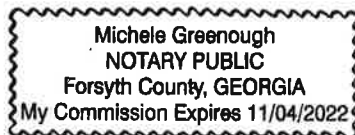
~~Corporate Secretary/Notary Public~~

By:

Name: Daniella Levine CavaTitle: Mayor

Date:

Attest:

Clerk of the Board~~Corporate Seal/Notary Seal~~Approved as to form
and legal sufficiencyAssistant County Attorney

Appendix A

Scope of Services

A. BACKGROUND

The Miami-Dade County Police Department (MDPD) requires a web-based, turnkey Electronic Traffic Crash Reporting System to remain in compliance with Florida Statute 316.066 regarding *Written Report of Crashes* and Florida State Statute 119.07 regarding *Public Records Requests*. The current solution processes in excess of 56,000 crash reports on an annual basis. It allows for automated completion of the Florida Traffic Crash Report, the Driver Exchange Form, the Towing Form, and the Confidential Hit and Run Report. In addition, the solution allows the Florida Traffic Crash Report and Traffic Homicide Report available to the public for purchase in accordance with Florida Statutes.

B. HOSTING SERVICES

Contractor shall provide the County with the required hosting, reasonable access, maintenance, and technical support services for the Web Services throughout the term of this agreement, including any options or extensions exercised by the County. Contract will ensure of Web Services availability twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year including weekends and holidays, excluding periods of scheduled maintenance at no additional charge.

C. SUPPORT AND MAINTENANCE SERVICES

Maintenance and Support Services shall include but not be limited to general maintenance and support activities; remedial resolution activities to resolve System issues; correcting programming and coding errors; and supplying solutions to known system errors which affect the operation any or all portions of the Software System.

Contractor shall provide telephone advice and e-mail assistance by individuals with experience in functional and operational areas of the Software System regarding issues involving the usage of the System (rather than error correction), including, but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times.

The Maintenance Services shall be conducted in the following manner:

- a) Contractor shall offer the County all software error corrections, upgrades, patches and fixes, Updates, Upgrades, and Releases of the Software System as they are made available by the software developer at no additional charge.
- b) Contractor shall provide notice to the County via E-mail when new minor/medium/major updates are available and will advise of any System downtime.
- c) Contractor shall ensure that the Software System maintains compliance with the State of Florida laws and regulations regarding Traffic Crash Reports and Public Records during the term of this Contract, including any renewals or extension periods, at no additional charge to the County.

The Support Services shall be conducted in the following manner:

For the term of this Agreement, Contractor shall provide technical support via telephone and/or e-mail. Contractor shall provide a list of assigned contact names and phone numbers (a "Contact List") for technical support. The Contact List may be updated by Contractor from time to time upon written notice to County, provided that if County has any reasonable objections to any such revisions, Contractor will work with County to resolve such objections. Contractor will provide after-hours emergency technical support

24x7x365 via a telephone support paging system. Contractor guarantees a call-back to the County within 60 minutes of the initial after-hours emergency telephone page.

For this purpose, the County will contact the Contractor and indicate the exact problem description and a classification based on the following priority levels:

The categories are Priority 1, 2, and 3 as further defined below:

"Priority 1 - Critical Business Impact Event" means the impact of the reported defect is such that the County or third party users are unable to either use the System or reasonably continue work using the System.

- Contractor shall respond to the County within one (1) hour of notification. Contractor guarantees a minimum of one-hour continuous effort on Priority 1 issues. Following the one-hour of continuous effort, Contractor will use all reasonable efforts to resolve the issue. Contractor shall use commercially reasonable efforts to resolve or reduce to Priority 2 all Priority 1 Events within eight (8) hours after notification.

"Priority 2 - Significant Business Impact Event" means important features of the System are not working properly. While other areas of the System may not be impacted, the reported defect has created a significant, negative impact on the County's productivity and/or service level.

- Contractor shall maintain a response time goal of four (4) hours and shall use commercially reasonable efforts to resolve or reduce to Priority 3 all Priority 2 Events by the close of the next business day after notification.

"Priority 3 - Some Business Impact Event" means features of the System are not working properly, but County impact is minimal loss of operational functionality but the System can still operate.

- Contractor shall maintain a response time goal of one (1) day and shall use commercially reasonable efforts to resolve the Event in a time period to be mutually agreed upon by both parties.

Web Services Availability. Normal Service Availability Schedule (Number of hours available each day) are Twenty-Four (24) hours per day and Seven (7) days per week. The System shall be available and functioning for use as described in this Agreement 99% of the time as measured on an annual basis, measured as the Twelve (12) Months beginning each year on the anniversary date of the Final Site Approval and Acceptance. So long as the System is available over the Internet to at least some third parties (i.e., the System is functioning properly and there are no technical issues with Contractor's or its Internet service provider's hardware or software), any inability on the part of County or Third Party Users to access the System as a result of a general Internet outage, the County's Internet outage or the Third Party User's Internet outage, will not be counted toward any unavailability time period. System Maintenance, as provided below, will not be counted toward any unavailability time period. Site Downtime is defined as time when the Program is unavailable to the public apart from scheduled site maintenance.

System Maintenance. Notwithstanding the foregoing, maintenance downtime (i.e., taking the System offline such that it is not accessible to the County) may be scheduled to occur between Midnight (12:00 a.m.) through 5:00 a.m., Eastern Time daily ("Daily Maintenance Window"). Contractor may from time to time also schedule other maintenance to occur outside of the Daily Maintenance Window, but such scheduled maintenance would still occur outside of normal Business Hours.

Contractor will provide the County with at least 48 hours prior notice of any maintenance requiring the System to be taken offline. During the Daily Maintenance Window, Contractor may perform, without any notice to County, routine maintenance operations that do not require the System to be taken offline, but which may have the effect of degrading System performance and response time. Such degradation in performance and response time shall not be deemed a breach of any obligation hereunder. No Twenty

Four (24) hour period may exceed Five (5) hours of scheduled outage unless County approves in advance.

D. MISCELLANEOUS SERVICES

Implementation and Installation. The Contractor shall provide implementation and installation services in the following manner:

- Contractor shall provide automatic updates to the Software System, code table values and maps used for address validation via hardwire and/or wireless

Training. The Contractor shall provide training services in the following manner:

- At the request of the County, Contractor shall conduct on-site training upon release of new software versions.

Appendix B**Administrative Cost Recovery Schedule****A. INITIAL TERM – ADMINISTRATIVE COST RECOVERY SCHEDULE**

DESCRIPTION	PERCENTAGE
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be retained by the Contractor	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be provided to Miami-Dade County	50%

B. OPTION-TO-RENEW (OTR) PERIODS – ADMINISTRATIVE COST RECOVERY SCHEDULE

DESCRIPTION	PERCENTAGE
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be retained by the Contractor – OTR 1	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be provided to Miami-Dade County - OTR 1	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be retained by the Contractor – OTR 2	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be provided to Miami-Dade County - OTR 2	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be retained by the Contractor – OTR 3	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be provided to Miami-Dade County - OTR 3	50%

APPENDIX C
CONTRACTOR SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. County shall take appropriate measures to protect against the misuse and unauthorized access through or to County's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by County or any third party; or (iii) the Services and/or information derived therefrom. County shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. County shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to County by Contractor from time to time in writing.

2. County's Information Security Program. County shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("County's Information Security Program"). County's Information Security Program shall: (1) account for known and reasonably anticipated threats and County shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. County will promptly remediate any deficiencies identified in County's Information Security Program. County shall not allow the transfer of any personally identifiable information received from Contractor across any national borders outside the United States without the prior written consent of Contractor.

3. County Security Event. In the event County learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "County Security Event") County shall:

- (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- (ii) promptly investigate the situation; and
- (iii) obtain written consent from Contractor, not to be unreasonably withheld, prior to disclosing Contractor or the Services to any third party in connection with the County Security Event; and
- (iv) if required by law, or in Contractor's discretion, County shall:
 - a) notify the individuals whose information was disclosed that an County Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the County Security Event; and
- (v) remain solely liable for all costs and claims that may arise from the County Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such County Security Event); and
- (vi) provide all proposed third party notification materials to Contractor for review and approval prior to distribution.

In the event of an County Security Event, Contractor may, in its sole discretion, take immediate action, including suspension or termination of County's account, without further obligation or liability of any kind.

APPENDIX D
ORDER NO. 1
LEXISNEXIS® ECRASH

This Order No. 1 ("**Order**") is entered into on the effective date of the Agreement ("**Order Effective Date**") between Miami-Dade County ("**County**") and LexisNexis Coplogic Solutions Inc. ("**Contractor**") and subject to the terms and conditions of Agreement ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
2. **DESCRIPTION OF SERVICES.** Contractor, as part of its business has developed and makes available to law enforcement entities a solution called LexisNexis® eCrash that enables for the collection and the online distribution of Reports via Contractor's eCommerce portal(s), LexisNexis® Police Reports.com, or its successor(s). In exchange for the Services provided to County, County agrees that Contractor shall have the sole and exclusive right to sell the County's crash Reports online and to distribute data extracted from the Reports. County retains the rights to fulfill requests for a Report made pursuant to state freedom of information laws.
3. **SCOPE OF SERVICES.** Contractor agrees to provide the following Services to County subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Contractor will provide the following Services subject to County's technology capabilities, processes, and work-flow functionality:
 - 3.1. Permit connection of Contractor's application on County's application-compatible computing devices, with the following features:
 - a) Integrated crash scene diagramming;
 - b) Ability to interface with NCIC, NLETS, and state databases to auto-populate Reports with applicable data (in Florida);
 - c) Voice response (in Florida);
 - d) Online County administration portal to view Reports, generate analytics, and obtain information related to County's Reports.
 - 3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from County to Contractor.
 - 3.3. Provide Report retention and distribution services as set forth in in Article 8 of the Agreement.
4. **TERM.** This Order shall commence upon the Order Effective Date and shall continue in accordance with Article 5, Contract Term.
5. **FEES.** Pursuant to Article 10 of the Agreement, the County Fee is Five Dollars and 00/100 (\$5.00). There shall be no fee to County for the Services.

Nothing in this Order shall require Contractor or its Affiliate to pay an County Fee to the County when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. County acknowledges that all reports requested by County Requestors shall be provided free of charge.

Appendix E COUNTY SECURITY REQUIREMENTS

The software or service offered to the County must meet or exceed the following functionality/standards established by the County Information Technology Department listed below.

Functionality/Standards	
1	Solution uniquely identifies each user.
2	Solution provides integration with Microsoft Active Directory or Azure Active Directory for user authentication of Internal users/administrators. (ADFS, FIM, MIM)
3	Solution can be installed and maintained in accordance with the principle of least privilege for Database systems.
4	Solution supports scheduled password rotation of accounts.
5	Solution requires account passwords for authentication.
6	Account Password complexity is configurable to allow for a minimum of 14 characters comprised of upper and lower alpha, numeric and special characters (e.g. !, @, #, \$, %, &, *)
7	Passwords are suppressed (not echoed back) when entered by users.
8	Solution supports Multi-Factor Authentication (MFA)
9	User login credentials (user account/password) are encrypted in transmission with a minimum of AES 256-bit encryption
10	Solution supports password history functionality whereby password re-use is prohibited for a configurable number of prior passwords. Indicate maximum password history capability
11	Solution supports administrative passwords aging of 30 days.
12	Administrative accounts have the capability of resetting passwords
13	Solution provides user self-service password reset functionality utilizing a challenge and response authentication
14	Solution includes self-service challenge and response that are comprised of 8 challenge questions and stores user's responses during registration. Responses must be stored with a minimum of AES 256-bit encryption.
15	Solution includes self-service password reset that presents user with a configurable number of random challenge questions which when answered correctly will enable the password to be reset.
16	Solution supports the ability to limit unsuccessful login attempts to 5. If the number of unsuccessful login attempts is exceeded, system locks out or disables user account.
17	Solution supports limiting concurrent user sessions to 1 by default, and the number of concurrent user sessions is configurable by administrators.
18	Solution provides administrative capability to lock or disable accounts whenever necessary.
19	Solution supports the display of a configurable warning, pre-login banner during solution login indicating that unauthorized access is prohibited.
20	Solution supports the ability to manage users based on group membership. (Role based privileges) in addition to assigning/revoking specific user-based privileges
21	Solution provides tools and reporting to enumerate user rights/privileges, group membership, access to locations/functions or user profiles
22	Solution provides audit logging capability which captures successful logins, unsuccessful logins, records viewed, printed, added, deleted, or modified and has the capability to retain logs for a period of 5 years plus current.
23	Solution audit logs captures date and time, user account, source IP address, audit event and success or failure of event
24	Solution prohibits administrators from disabling the audit mechanism.
25	Solution ensures the audit log is protected from unauthorized access. (i.e. logs are capable of simultaneously being sent to a logging server or SIEM in addition to being maintained locally)
26	Solution prevents users or administrators from editing the audit log. (Modifying, deleting, or adding log entries)
27	Solution is configured for high availability with a guaranteed minimum up time of 99.99% annually
28	Solution generates outbound alerts and notifications. Explain what data is contained in said messages (e.g. email alerts, automated reports, SNMP traps).

29	Solution ensures that sensitive data (data that falls under the scope of CJIS, PII, SOX, HIPAA, and PCI requirements) is encrypted during transmission over the client's network (minimum AES 256-bit encryption)
30	Solution ensures that sensitive information (data that falls under the scope of CJIS, PII, SOX, HIPAA, and PCI) which is vulnerable to unauthorized access, encrypted while in storage (minimum AES 256-bit encryption)
31	Solution ensures that sensitive information (data that falls under the scope of CJIS, PII, SOX, HIPAA, and PCI) encrypted for transmission over external networks or connections. (minimum AES 256-bit encryption)
32	If Cloud Hosted, Solution is hosted in an audited data center complying with ISO 27001, SAS 70, SSAE 16 or SOC2 or3 audit standards. (please provide copy of most recent audit)
33	If Cloud Hosted, Solutions has controls in place which prohibit Hosting or Solution's employees or 3 rd party vendor technical support personnel access to or the ability to access, view or modify customer confidential data in compliance with. Please describe controls used to ensure data confidentiality, including encryption and key storage mechanisms.
34	If Cloud Hosted, Solution is a high availability solution with either active-active or active-passive failover between geographically diverse data centers
35	If Cloud Hosted, System and data is physically located within the Continental United States.
36	If Cloud Hosted, System is accessible from the County network and Proxy infrastructure
37	If Cloud Hosted, System encrypts all sessions from initiation to termination using validated encryption ciphers (TLS 1.2 or higher)
38	If Cloud Hosted, Solution is scanned for vulnerabilities on a regular basis (monthly) using commercially available vulnerability scanners such as Nessus, Qualys etc. Monthly vulnerability reports must be shared with the County.
39	Solution must be regularly patched with appropriate OS/database/application security patches within 30 days of vendor release.
40	Solution must have "Critical" security patches applied within 7 (seven) calendar days of release from vendor.
41	Solution must be maintained on current supported release of OS/database/applications. End of Life (EOL) versions will be upgraded prior to end of vendor support date.
42	Solution must be scanned for Application vulnerabilities on a regular basis (monthly) using commercially available vulnerability scanners such as HP WebInspect, Veracode, or IBM AppScan, or comparable.
43	If Cloud Hosted, Solution or solution will have change control processes implemented to provide application vulnerability scanning (PCI, OWASP top 20) prior to production migration of any changes. All "Medium, Critical, and Severe" vulnerabilities will be remediated prior to migration. Application vulnerability reports will be shared with the County.
44	Any API must use API key security (X-API-Key) or demonstrate alternate security controls.
45	If Cloud Hosted, Solution is protected using Intrusion Detection and Prevention technology (IDS/IPS)
46	If Cloud Hosted, Solution is protected against Distributed Denial of Service (DDOS) Attack