

Date: June 21, 2023

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

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(P)(4)

Resolution No. R-532-23

Subject: Recommendation for Approval to Award Cross-Connection Control Program
Management Services

Summary

This item is recommending award of a contract to purchase Cross-Connection Control Program Management Services (CCC Program) for the Water and Sewer Department (WASD). The contractor will serve as the Program Manager for the CCC Program for all backflow prevention devices in the WASD system. Florida Administrative Code, 62-555.200 Cross-Connections Control for Public Water Systems, requires each community water system (CWS) to establish and implement a CCC Program utilizing backflow protection at, or for, service connections from the CWS to protect the CWS from contamination caused by cross-connection on customers' premises. The Florida Department of Environmental Protection is responsible for promulgating and enforcing laws, rules, regulations, and policies to be followed in carrying out an effective CCC Program. Approval of this item will provide the County with a CCC Program as a means for ensuring the safety of the community water system and remaining compliant with the Florida Administrative Code.

Currently, WASD manages the CCC Program as required in Article VIII of Chapter 32 of the Miami-Dade County Code, utilizing third-party software, requiring direct communication with the affected customers. The current method requires action on the part of the customer, to engage with a contractor and provide the required report to WASD, which does not ensure adequate compliance.

The use of managed services provides for a more transparent process, alleviating the responsibility of the customer, and places the onus of completing the required testing on the contractor, while improving the County's compliance rate for testing.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0000016, Cross-Connection Control Program Management Services*, to HydroCorp, LLC (HydroCorp) for WASD in the total amount of \$22,689,275 for the initial five-year term and one, three-year option to renew term. There is no current or prior County contract for the provision of the CCC Program.

The contractor will be responsible for the successful and timely completion of work issued under the CCC Program. Such services shall include, but are not limited to, labor, materials, equipment, and supplies necessary to conduct comprehensive CCC surveys of all water use connections to identify actual and potential hazards to the County's water system from cross-connections. Work also includes testing of all backflow prevention assemblies and completion of required repairs.

Background

A Request for Proposals (RFP) was issued under full and open competition on June 27, 2022 to obtain proposals from qualified firms to provide a CCC Program, and the solicitation closed on August 24, 2022. Two proposals were received, of which HydroCorp was the highest ranked proposer and is being recommended for award. On September 9, 2022, a responsiveness opinion was requested from the County Attorney's Office (CAO) for both proposals. The CAO issued a legal opinion on October 12, 2022, deeming both proposals responsive. After revisions to the appointed members of the selection

committee, the final evaluation and scoring meeting was conducted on January 12, 2023. Negotiations commenced and concluded in March 2023.

The RFP was issued to obtain a contractor to perform the following:

- 1) Maintain data on a cloud-based system that enables WASD staff to monitor and generate reports, as needed.
- 2) Provide cost of repairs, replacements, and new installations to ensure that customers are receiving the most competitive price for all work.
- 3) Provide services to ensure that all locations requiring the installation of a backflow prevention device are brought into compliance.
- 4) Assist WASD with the development of a community-wide public relations program which may include public informational meetings, on-line informational programs, tester meetings to explain the new WASD Program, general awareness brochures, newsletter articles, social media, and a website for CCC Program overview, content, and resources.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$13,507,475. Should the County choose to exercise, at its sole discretion, the one, three-year option to renew in the amount of \$9,181,800, the cumulative value of the contract will be \$22,689,275.

Department	Allocation	Funding Source	Contract Manager
WASD	\$22,689,275	Proprietary Funds	Juan Pelay
Total:	\$22,689,275		

Upon commencement of the program, WASD will establish a unit fee for providing backflow prevention testing services. Based on the number of existing devices within WASD's system, it is anticipated that WASD will be able to recover the majority of the fiscal impact from this allocation.

Cross-Connection Control	Proposed Fee	Number of Existing Customers	Estimated Annual Cost Recovery
Domestic	\$75	26,500	\$1,987,500
Fire Protection	\$150	4,500	\$675,000
			Estimated Cost Recovery
Annual Projection			\$2,662,500
Five-year Projection			\$13,312,500
Eight-year Projection			\$21,300,000

Track Record/Monitor

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

Delegated Authority

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

Vendor Recommended for Award

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

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. The market for these services is limited and, of the four vendors that were identified in market research, only one proposed on this project. While the Small Business Development Division identified 270 Small Business Enterprise (SBE) firms certified in the applicable commodity codes, none of them were able to meet the project requirements.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
HydroCorp, LLC	5700 Crooks Road Suite 100 Troy, MI	None	0	Mark L. Martin
			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.

Vendor Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
VEPO CrossConnex, LLC	No	Evaluation Scores/Ranking

Due Diligence

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

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise Selection Factor and Local Preference were applied.
- The Living Wage does not apply as the services are not covered under the Ordinance.
- The Responsible Wages and Benefits do not apply as the services are not covered under the Ordinance.

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Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: June 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(4)

Please note any items checked.

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

Approved Danielle Leone Carr Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(4)
6-21-23

RESOLUTION NO. _____ R-532-23

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0000016, CROSS-CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES, TO HYDROCORP, LLC FOR THE PURCHASE OF CROSS-CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$22,689,275.00 FOR THE INITIAL FIVE-YEAR TERM AND ONE, THREE-YEAR OPTION TO RENEW TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY RENEWAL, CANCELLATION, AND EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

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

Section 1. This Board approves award of Contract No. EVN0000016 to HydroCorp, LLC for the purchase of Cross-Connection Control Program Management Services in a total amount not to exceed \$22,689,275.00 for the initial five-year and one, three-year option to renew term, in substantially the form attached and made a part hereof.

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

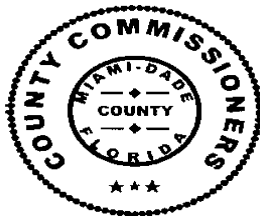
The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of June, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK



By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Angela F. Benjamin

CROSS-CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES

CONTRACT NO. EVN0000016

THIS AGREEMENT for the provision of Cross-Connection Control Program Management Services, made and entered into as of this 13th day of March, 2023 by and between HydroCorp, LLC organized and existing under the laws of the State of Florida, having its principal office at 10 South Harbor City Blvd, Melbourne FL 32901 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Cross Connection Control Program Management Services, on a non-exclusive basis, that shall conform to the Scope of Work (Appendix A), Miami-Dade County's Request for Proposal ("RFP") Event No. EVN0000016 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated August 10th, 2022 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such Cross Connection Control (CCC) Program Management Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1 DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Work, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- c) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean HydroCorp, LLC and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- h) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Work" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor and Appendix B.
- k) The words "Service", "Services", or "Work" to mean the provision of services in accordance with the Scope of Work.
- l) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Contract, the order of precedence is as follows: 1) the Form of Agreement; 2) agreed upon Scope of Work (as may be negotiated); 3) addenda to the Request for Proposals; 4) attachments and exhibits to the Request for Proposals; 4) the Request for Proposals; and 5) the Contractor's Proposal..

ARTICLE 3 RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such

agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4 NATURE OF THE AGREEMENT

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

ARTICLE 5 CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the fifth (5th) year, thereafter. The County, at its sole discretion, may renew the Contract for one (1), three (3) year term. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6 NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph.

The addresses for such notice are as follows:

(1) To the County

a) to the Project Manager:

Miami-Dade County
Department of Transportation and Public Works
Attention: Juan Pelay
Phone: (786) 229-2354
E-mail: Juan.Pelay@miamidade.gov

and

b) to the Contract Manager:

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

(2) To the Contractor

Attention: Mark Martin
Phone: 248-224-4981
E-mail: mmartin@hydrocorpinc.com

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

ARTICLE 7 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Article 8, *Pricing*. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, *for Services/Amount Obligated*. All invoices shall be except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor in accordance with Article 15. *Modification of Contract*.

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

ARTICLE 8 PRICING

a) Prices shall remain firm and fixed for the term of the Contract, including any extension periods, however, the Contractor

may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

- b) The prices set forth by Table 8.1, *Payment Schedule*, shall be the basis for payment of unit prices in the amounts set forth therein. Payment of each unit price will be based on actual measured quantities of the Work. The quantities identified by Table 8.1 are estimated.
- c) The estimated quantities identified by Table 8.1 are estimates based on the County's anticipated needs and/or usage during the contract term. Estimated quantities do not contemplate or include possible additional or reduced quantities that may be ordered by the County.

Table 8.1 Payment Schedule

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Program Start-up Fee. <i>Note: This fee shall include all fees associated with the startup and of the Cross-Connection Control Program, including all system integrations</i>	Each	1	\$5,000.00	\$5,000.00
2	Annual Program Management (APM) Fee. <i>Note: The APM Fee shall include all fees associated with the management and administration of the Cross-Connection Control Program.</i>	Per Month	60	\$41.25	\$2,475.00
3	Backflow Prevention Assembly (BPA) Fee - Domestic <i>Note: The BPA fee shall include all fees associated with BPA Testing for Domestic and Sprinkler services per device.</i>	Each	120,000	\$75.00	\$9,000,000.00
4	Backflow Prevention Assembly (BPA) Fee - Fire Line <i>Note: The BPA fee shall include all fees associated with BPA Testing for Fire Line services per device.</i>	Each	30,000	\$150.00	\$4,500,000.00
5	Annual Program Management (APM) Fee (Option period - 3-year term). <i>Note: The APM Fee shall include all fees associated with the management and administration of the Cross-Connection Control Program.</i>	Per Month	36	\$50.00	\$1,800.00
6	Backflow Prevention Assembly (BPA) Fee - Domestic (Option period - 3-year term). <i>Note: The BPA fee shall include all fees associated with BPA Testing for Domestic and Sprinkler services per device.</i>	Each	72,000	\$85.00	\$6,120,000.00
7	Backflow Prevention Assembly (BPA) Fee - Fire Line (Option period - 3-year term). <i>Note: The BPA fee shall include all fees associated with BPA Testing for Fire Line service per device.</i>	Each	18,000	\$170.00	\$3,060,000.00
Total Price:					\$22,689,275.00

- d) The pricing of Table 8.1 is structured into two categories, the Annual Program Management (APM) Fee and the Backflow Prevention Assembly (BPA) Fee. The APM Fee includes all fees associated with the management and administration of the CCC Program. The BPA fee includes all fees associated with BPA Testing and Fire Line Services Testing per device.

ARTICLE 9 METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Article 7, *Payment* taken from the books of account kept by the Contractor, shall be supported by copies of payroll

distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as directed by the County Project Manager. The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10 INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all third party liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature resulting from the negligence of Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The foregoing notwithstanding, the Contractor or its subcontractors liability under Article 10 is limited to the total amount of its fees that it will receive over the term of the Contract irrespective of any insurance coverage limits it has.

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
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 for a minimum of \$1,000,000 combined single limit.
4. Umbrella or excess liability over underlying coverages B-C for a minimum of \$3,000,000 per occurrence/aggregate.
5. Contractor's pollution liability in an amount not less than \$1,000,000 each occurrence, \$2,000,000 in the aggregate.
6. Cyber liability for minimum \$1,000,000 per occurrence \$2,000,000 in the aggregate.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

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

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

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

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

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

ARTICLE 11 MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter

made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12 EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14 DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Work; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach

of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

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

ARTICLE 15 MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract. If the performance of additional work requires the provision of items of Work or material for which compensation cannot be computed on the basis of unit prices, in accordance with the Article titled "Pricing", and the scope and extent of the additional work can be determined before the such is performed, the County will perform a cost analysis of the Contractor's proposal and negotiate a lump sum amount with the Contractor as compensation for such work. The County Project Manager may in such case request the Contractor to proceed with the additional work pending performance of the cost analysis and negotiation of the amount of compensation for such work.

ARTICLE 16 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 the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 17 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18 AUDITS

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

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19 SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 20 CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 21 SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an

option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 22 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 23 SEVERABILITY

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

ARTICLE 24 TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 25) and fails to cure said Event of Default (as delineated below in Article 26), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 24(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Article 8, *Pricing*.

- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 25 EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with any substantive Article of this Agreement.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 26 NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the

default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 27 REMEDIES IN THE EVENT OF DEFAULT

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

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

ARTICLE 28 PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 29 CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30 PROPRIETARY INFORMATION

- a) As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").
- b) The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.
- c) During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.
- d) The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 31 PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Work. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 32 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 vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

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

The Contractor confirms its knowledge of and commitment to comply with the following:

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

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

ARTICLE 33 INSPECTOR GENERAL REVIEWS

- a) **Independent Private Sector Inspector General Reviews**
- Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.
- b) **Miami-Dade County Inspector General Review**
- According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The

cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

- c) Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.
- d) Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 34 FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

- a) As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:
 - 1. Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
 - 2. Miami-Dade County Small Business Enterprises Development Participation Provisions.
 - 3. The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
 - 4. The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

5. The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
 6. Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
 7. Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
 8. Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
 9. 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.
 10. The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
 11. Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
 12. Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
 13. Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
 14. Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
 15. Any other laws prohibiting wage rate discrimination based on sex.
 16. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
 17. Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
 18. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- b) Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.
- c) The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.
- d) 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 35 NONDISCRIMINATION

- a) 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.

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

ARTICLE 36 CONFLICT OF INTEREST

The Contractor represents that:

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

ARTICLE 37 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

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

ARTICLE 38 BANKRUPTCY

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

ARTICLE 39 GOVERNING LAW

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

ARTICLE 40 COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

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

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article entitled "Event of Default", of this Agreement.

ARTICLE 41 INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 42 LIENS

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

ARTICLE 43 FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 44 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 45 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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

ARTICLE 46 SURVIVAL

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

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

HydroCorp, LLC

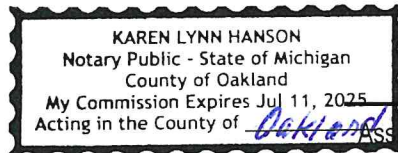
Miami-Dade County

By: *Mark Martin*
Name: MARK MARTIN
Title: CEO
Date: 4/18/23
Attest: *Karen Lynn Hanson*
Corporate Secretary/Notary Public

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

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

Appendix:

- A Scope of Work
- B Procedures for the Protection of Miami-Dade County ("County") Protected Data



CONTRACT No. RFP-EVN0000016

CROSS-CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES

SCOPE OF WORK

MIAMI-DADE COUNTY:

Water and Sewer Department

Contents

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1.0 SCOPE

- A. The Contractor shall provide CCC Program Management Services (Solution), including, but not limited to, the supply of all tools, equipment and labor necessary to manage the Cross-Connection Control Program for the Miami-Dade County Water and Sewer Department (WASD), including the testing of all backflow prevention devices in the Miami-Dade County (County) water system.
- B. While the primary function shall be to provide management and oversight of the County's cross-connection control program, as established in Article VIII, of Chapter 32 of the Miami-Dade County Code, the Contractor shall also provide a robust, on-line / web-based database application, and testing service for all backflow prevention devices in the County's system.

1.1 PROGRAM MANAGEMENT SERVICES

The Contractor shall coordinate and manage the testing of all testable backflow prevention assemblies in accordance with Florida Department of Environmental Protection requirements. Services to include coordination of all testing services to attempt to ensure 100% of all backflow prevention devices are tested annually, with a minimum inspection rate of 95%. Mailing testing requirement notices to clients is not acceptable. Testers are required to notify customers prior to backflow prevention device tests. Program Management Services at a minimum shall include the following:

- A. The Contractor shall provide a full-time Program Administrator to manage all incoming inquiries from WASD staff, customers, and field technicians. The Program Administrator shall be trained in backflow prevention and the provided software. The Program Administrator shall be available at any time, during normal business hours, for meetings with WASD staff.
- B. The Contractor shall provide a local, full-time Field Services Technician who shall be properly certified. This technician shall provide on-site assistance for testers, repair, and installation technicians. This individual shall act as liaison between testers and WASD staff to ensure all field work is completed as desired. This individual shall also provide testing services for questionable failed backflow prevention assemblies (BPA'S). The Field Services Technician shall be available during both working hours and outside of work hours, including holidays to perform services required by this section. The Field Service Technician shall be available for on-site meetings with WASD staff, during normal business hours.
- C. The Contractor shall provide full-time, toll-free phone support for customer questions by trained staff. Phones shall be staffed during normal business hours Monday through Friday. A trained and staffed phone support service shall be available for after hour emergency calls 24/7.
- D. The Contractor shall provide services to ensure that all failed backflow prevention devices are repaired or replaced and retested. The Contractor shall provide services of a State licensed plumber certified for repairing backflow prevention devices for all repair work.
- E. The Contractor shall provide a pricing chart for the full repair and replacement for 2" and below backflow prevention devices. The list shall include Reduced Pressure Backflow Preventer (RP), Double Check (DC), Pressure Vacuum Breakers (PVB), and Fire Protection RPDA's (Reduced Pressure Detector Assemblies) and DCDA's (Double Check Detector Assemblies). Pricing shall not be for new installations only repairs and replacement with an identical backflow prevention device.
- F. The Contractor shall generate and document the required management data for the backflow prevention devices noted above. Data required shall be: assembly type, size, make, model #, serial #, test date, tester name, tester certification #, test gauge data, meter number (when readily available), GPS coordinates of backflow prevention device location, photos of backflow prevention devices (close up and at 30'), and location and other informational notes as deemed necessary.

- G. The Contractor shall conduct a program start-up meeting with the WASD CCC/Backflow Prevention Program Staff on site at the WASD offices.
- H. The Contractor shall maintain all data on a cloud-based system that enables the WASD Staff to monitor and generate reports as needed.
- I. The Contractor shall provide costing of repairs, replacements, and new installations to ensure that customers are receiving the most competitive price for all work. The Contractor shall be required to demonstrate that they are meeting this requirement by producing their bid documents and agreements with plumbing Contractor(s) and material suppliers.
- J. The Contractor shall provide services to ensure that all locations requiring the installation of a backflow prevention device are brought into compliance. The Contractor shall provide services of a State licensed plumber certified for repairing BPA's for all installation work.
- K. The Contractor shall assist WASD with the development of a community wide public relations program which may include public informational meetings, on-line informational programs, tester meeting to explain the new WASD Program, general awareness brochures, newsletter articles, social media, and web site CCC Program overview, content and resources.

2.0 SOFTWARE SERVICES

The Contractor shall provide WASD with a cloud-based software that provides access to all CCC and water meter data. The County desires software capable of the following:

- A. The software shall provide the ability to track all activities with real time GPS coordinates of testable assemblies, inspections, and field work. An unlimited number of photos of any location may be uploaded as directed by the WASD. The ability to append notes to any photo shall be available.
- B. The software shall provide all data relevant to the backflow prevention devices (BFP). Size, Make, Model, Serial number, Type, status (compliant, non-compliant), meter number, protection type (containment, fire protection, irrigation, isolation). The ability to append notes to any of the noted data fields shall be available.
- C. The software shall have complete inspection forms available for all types of inspections. Inspection forms shall be modifiable by WASD to meet the specific needs of the inspection type. Inspections shall be performed for all types of backflow prevention situations including external and internal site inspections and shall identify both containment and/or isolation requirements. Inspections shall also be performed on water meters to identify all aspects of the water meter(s). Photos and GPS locations and field note capabilities are required within the inspection form.
- D. The software shall be provided with a mobile platform that shall enable field users to access the software. The mobile platform shall allow for data input on a local device that is not connected to the internet and be synchronized later with the cloud-based software. The mobile platform shall support any form of operating system (iOS, Android, other).
- E. The software shall be integrated with Google Maps. Contractor will schedule tests, testers, inspections, and field work shall be available within the software. All scheduled work shall be delivered to testers on a weekly basis. Customer scheduling will be done on an individualized basis as required.
- F. The software shall have the capability to send notifications via mail, text, and/or email. A custom notice generator shall be an integral component of the software. Once a notice has been developed it may be saved and stored for future use.
- G. The software shall be able to be updated routinely, from the WASD billing system, Oracle Customer Care & Billing (CCB).
- H. Data storage shall be provided in a high security, high availability, Microsoft Azure or other compatible cloud system. At all times, the data remains the property of the WASD and may be retrieved by the WASD without cost or penalty.

- I. **Data Conversion:** The Contractor shall provide data transfer for ALL backflow prevention devices from the existing WASD database (TokaySQL) to the new Software. The County requires that the Contractor provide the capability to migrate all County project data and documentation to the proposed Solution. Project data and pertaining documents are currently stored in various spreadsheets and systems located on servers. The County will perform the extract and transform steps required to prepare files, in a mutually agreed upon file format. The Contractor shall provide templates and a mechanism to identify and address data conversion and migration issues. A Unique Identifier must be included in the File. The Contractor shall be responsible for mapping of the data in the extracted and transformed files to the database structure of the Software. The Contractor shall be responsible for the loading of the data into the proposed Software. County staff will consult to answer questions about the data within the files to be used for data load into the Software's database. The Contractor shall ensure and provide verification that all data records were successfully converted and include an Unique Identifier.
- J. **User/License Quantity:** The County prefers an Enterprise Software License model, however, other software licensing models will be considered that accommodate the number of Users as listed below for the initial rollout. In addition, the County must have the ability to add additional Users as needed. All licenses that may be required to access third party software are to be included with the Software. The County will not purchase licenses for third party applications which are integrated into the proposed Software.

The estimated number of licenses based on the current environment is twenty (20). For "per user" license models, the Contractor must agree to adjust the final license price according to the actual number of Users deployed prior to Final Acceptance by the County.

- K. **Interfaces:** The Software should provide bi-directional interfaces to various third party and internal County systems through open Application Programming Interface (API). All data derived from the Solution shall be made available via the API. Proposer should conduct a thorough review / assessment of all interfaces to be provided. All modules should integrate and update each other automatically, in real-time, to include all the processes. The County's middleware will use APIs to consume and transfer data as required. Noted below are the principal recognized application interfaces required for the proposed Solution.
- L. **Software Availability:** The Software should be a high availability/fault tolerant Software maintaining availability of 99.99% uptime 24/7, 365 days a year, calculated annually, not including routine maintenance or administrative procedures to be scheduled during non-business hours with prior approval of the County. The Software should be designed to effectively mitigate latency and data speed issues. The Software should have appropriate bandwidth required to ensure optimal performance for concurrent application access and data access for normal daily operational use.

The County anticipates that the resultant Contract will include provisions to provide a credit and/or refund to the County as a result of failure to maintain contractually agreed upon Solution availability.

- M. **Maintenance and Support Services:** The Contractor shall provide maintenance services to the County throughout the term of the resultant contract, including any optional extension or renewal periods. The Contractor shall be responsible for maintaining the system and all revisions.

At a minimum, maintenance services should include updates and upgrades to the Software generally made available to other customers. Such updates and upgrades shall include correction of substantial defects, fixes of minor bugs, fixes due to conflicts with mandatory operating system security patches, enhancements to Software functionality, and upgrades to new version releases. Updates and upgrades must maintain compatibility with all customizations and interfaces. The maintenance services may include the option of installation of new releases by the Contractor. Additionally, updates to the Software must be provided as determined by legally mandated requirements, such as amendments to local, state or federal laws.

All maintenance services as outlined below shall be provided for the Software in its entirety, including any customizations, including interfaces, to the Software:

1. All software must be of the most recent release and all software upgrades issued by the Contractor must be available to the County at no additional charge. The software maintenance plan shall include the option of installation of new releases by the Contractor. Upgrades need to be communicated with the County at least 90 days prior to implementation to accommodate for testing and remediation of any associated customizations.
2. Access to the Solution should be designed in such a manner where an upgrade or change to the Software does not require staff to go to a computer to manually update. If installation is needed on an individual workstation, that software should be self-managed and be able to be updated on-demand without interaction from Miami-Dade County ITD staff.
3. Periodic updates of the Software may incorporate:
 - corrections of any substantial defects;
 - fixes of any minor bugs;
 - enhancements made to any Solution components that the County has licensed.

- N. **Technical Support Services:** The Contractor shall be responsible for providing technical support services to ensure optimal performance of the proposed Solution, including all components, throughout the term of the resultant contract, including any optional renewal periods. The Contractor shall provide fixes due to any conflicts with mandatory operation security patches (to be resolved as Severity Level 1, as defined in the chart below).

The Contractor shall, in a reasonably timely manner, address functionality revisions as requested by the County. When the Contractor can directly satisfy the County's request, the Contractor will do so; otherwise, the Contractor will suggest a reasonable accommodation ("work around").

The County is seeking technical support services available to authorized County staff in the form of unlimited email and telephone support 24 hours per day, seven days per week, including holidays. In conjunction with live telephone support the County prefers the Contractor shall provide an electronic helpdesk ticketing system to allow authorized County staff to submit incidents and service requests electronically.

The Contractor shall have the ability to do the following:

- Log all calls received.
- Track all calls throughout the process until the Solution or information is relayed back to the customer.
- Give every call a unique number for tracking purposes, preferably a "ticket #".
- Produce a report of all outstanding County tickets in a given time period.
- Produce a report of all closed tickets in a given time period.
- Ability to view all tickets and ability to search all tickets by any field
- Track all work requests, complaints, and informative calls.
- Support copy and paste with other Windows applications.
- Assign authorized County staff to access the issue tracking system.
- Track resolution time to severity level.

The County desires Severity definitions and response times for the Software as listed below:

Severity	Definition	Response Time	Resolution Time	Status Update	Frequency
1=Critical	A critical component of the Solution, whether equipment/hardware or software, is in a non-responsive state and affects Users' productivity or operations. A high impact problem which affects all Users.	Fifteen(15) minutes	One(1) hour	Fifteen (15) minutes	
2=Urgent		One(1) hour	Four(4) hours	One(1) hour	
3=Important		Four (4) hours	Twenty-four (24) hours	Four(4) hours	
4=Minor		Eight(8) hours	Seventy-two (72) hours for an acceptable work around until final resolution	Weekly	

2.1 **IMPLEMENTATION AND TESTING**

The County desires that the proposed Software is fully implemented, including completion of any required customization, configuration, testing, user training, within nine (9) months from contract start date., The County will assist the Contractor with obtaining a timely response from with a County IT vendor(s), however such assistance will not relieve the Contractor from its effort and obligation to plan and coordinate all requirements for project implementation and testing.. An unreasonable delay on the part of a County IT vendor(s) will constitute an excusable delay for the Contractor. The County will have a permanent group of qualified employees that will be available during the implementation of the Solution to facilitate the configuration tasks.

3.0 **REPORTING**

- A. The Contractor shall provide an annual report with a summary of all data generated throughout the year. The Florida Department of Environmental Protection Annual Report shall be completed and ready for submission along with all back-up data. Test results for the year shall be downloaded on a CD or jump drive for long term storage and ease of data management and retrieval.
- B. Reports shall be available for any type of data retrieval. Standard reports shall be created by the Contractor and provided as part of the software delivery. A custom report generator shall be provided within the software. Custom reports may be created and saved by WASD staff. Custom reports may also be shareable with other WASD staff.
- C. Reports shall be available identifying all customer notifications for any given period.

4.0 **TRAINING**

The Contractor shall provide software training on-site for WASD staff on an as needed basis for the first year. Training shall be provided as a combination of classroom and field. Field training shall incorporate the use of a mobile platform. A minimum of 24 hours of training shall be included. Additional training shall be provided as needed in blocks of 8 hours. Detailed documentation (user manuals, technical procedures, training documents, etc.) will be provided to the County to be used as source material by the County employees prior to implementation. The Contractor shall supply an electronic copy of all training materials to the County. Additional training shall be made available via on-line videos or other resources (user manuals, etc.) on an ongoing basis throughout the term of the contract.

5.0 **COUNTY RESPONSIBILITIES**

The County will make best efforts to provide the Contractor with full cooperation, including but not limited to:

1. Participation of appropriate technical and user personnel, including decision-makers.
2. Documenting issues as they arise.
3. Relevant documents and content as requested by the Contractor.
4. Verification/approval of all deliverables.
5. County will provide a contact person for outside I/T vendor.
6. Oracle Data Base must have a Unique Identifier
7. County will provide a Day to Day dedicated Contact Person

APPENDIX B

PROCEDURES FOR THE PROTECTION OF MIAMI-DADE COUNTY ("COUNTY") PROTECTED DATA

These Data Protection Procedures ("Procedures") set forth the security protocols that County and Service Provider will follow with respect to maintaining the security and privacy of County Protected Data in connection with the applicable services agreement in place between the Parties ("Agreement").

1. GENERAL

These Procedures shall include all attachments referenced herein (each an "**Attachment**"). In the event of a conflict or inconsistency between the terms of the Contract (including any applicable **[Work Order/Statement of Work]**) and the terms of the Procedures, the Contract shall govern. In the event of a conflict or inconsistency between the terms of these Procedures with the terms of any Attachments to these Procedures, the terms of the Procedures shall govern. Capitalized terms used herein, but not defined shall have the meanings ascribed to them in the Agreement. **County Protected Data** includes Personally Identifiable Information (PII) such as payment card and bank account information, Social Security Numbers, demographic information, financial information, health and medical records, MDC personnel or vendor evaluations, electronic signature data, attorney-client privileged communications, criminal background investigations, civil investigative data, counselor's notes, etc.

2. SECURITY POLICY

Service Provider will maintain globally applicable policies, standards, and procedures intended to protect Service Provider and County data. Such policies include, but are not limited to:

- System Security
- Security of Information and Acceptable Use of Systems
- Confidentiality
- Data Privacy
- Data Management

Service Provider will provide summaries of these policies upon County's request.

3. GLOBAL ACCESS

Service Provider may access County Protected Data from anywhere within Service Provider's Global Delivery Network, unless otherwise mutually agreed by the Parties. The County's Protected Data should be maintained within CONUS (Continental United States) datacenters or, at a minimum, under U.S. jurisdiction.

4. ORGANIZING INFORMATION SECURITY

4.1. Accountability

The following executives from the County and Service Provider shall be responsible for confirming the implementation of and ongoing compliance with these Procedures. Any notices under these Procedures or the Contract regarding County Protected Data obligations of each party should be as follows: communications regarding the day-to-day obligations should be communicated in writing via e-mail or other written notice to each of the Data Protection Executives and communications regarding any changes to the terms of these Procedures (including any Attachments) or the terms of County Protected Data obligations under the Contract should be directed as required under the notice provisions of the Contract with copies provided to the Data Protection Executives.

- County Data Protection Executive: **[INSERT NAME, TITLE AND CONTACT INFORMATION]**
- Service Provider Data Protection Executive: **[INSERT NAME, TITLE AND CONTACT INFORMATION]**

The Data Protection Executives will jointly review these Procedures at a minimum on an annual basis to identify if any changes are necessary. County will remain responsible for County-controlled systems. Each party will be responsible for complying with each Safeguard designated as its responsibility in the below table, as the Safeguard relates to a party's employees, subcontractors, and owned-equipment, in its control and used to perform their respective obligations under each Statement of Work. Each party will promptly notify the other party of any suggested changes to the application of agreed upon Procedures or other general concerns about potential gaps in the information security environment.

Any material changes to these Procedures must go through the change control procedures as set forth in the Contract.

Control		Responsible Parties	
		Service Provider	County
5.0	Asset Management		
5.1	Acceptable Use of Assets		
5.1.1	Comply with any written County-provided guidelines for use of County-provided devices that may be used to access County Protected Data.	X	
5.2	Information Classification		
5.2.1	For each covered statement of work, the County shall appropriately inform Service Provider of the types of County Protected Data that Service Provider will process. County will notify Service Provider, in writing, when County Protected Data is being provided and label it clearly and appropriately.		X
6.0	Human Resources Security		
6.1	Training		
6.1.1	Require all Service Provider project personnel to complete standard Service Provider and any County provided data protection training.	X	
6.1.2	Require all County project team to complete training within the first 30 days of the start of the project or the individual's start on the project on the Procedures herein.		X
7.0	Physical and Environmental Security		
7.1	Physical Security		
7.1.1	Implement physical security controls per location security standard where County Protected Data is being Processed.	X	X
7.1.2	All personnel shall be registered and required to carry appropriate identification badges.	X	X
8.0	Communications and Operations Management		
8.1	Network Security Management		
8.1.1	Maintain Access Control Lists (ACLs) for network devices.	X	X
8.1.2	Network traffic shall pass through firewalls that are monitored and protected by intrusion detection/prevention systems that allow traffic flowing through the firewalls to be logged.	X	X
8.1.3	Access to network devices for administration shall require a minimum of 256-bit encryption.	X	X
8.1.4	Anti-spoofing filters shall be enabled.	X	X
8.1.5	Network, application, and server authentication passwords will meet each party's complexity guidelines.	X	X
8.1.6	To the extent possible, the County will disable non-County email access from County-provided devices that access County Protected Data.		X
8.1.7	Enable Transport Layer Security (TLS) between the County and Service Provider email domains.	X	X
8.2	Virtual Private Networks ("VPN"). When remote connectivity to the Service Provider network is required for Processing of County Protected Data and site to site VPN has been agreed upon, both parties shall deploy VPN servers with the following or similar capabilities:		
8.2.1	Connections will be encrypted using a minimum of 256-bit encryption.	X	X
8.2.2	County connections to the Service Provider Service Locations will only be established using the Service Provider VPN servers.	X	X
8.2.3	Split tunneling shall be disabled.	X	X
8.2.4	Require the use of multi-factor authentication.	X	X
8.3	Media Handling		
8.3.1	When transferring County Protected Data:		
8.3.2	Implement a minimum of 256-bit encryption of data unless restricted by local regulations or agreed to by both Parties.	X	X
8.3.3	Use of portable media to transfer County Protected Data should be avoided if possible. When necessary, transfers of data on recordable or portable media must be encrypted at all times while	X	X

Control		Responsible Parties	
		Service Provider	County
	in transit, with encryption keys transported or transmitted separately; and all County Protected Data transmitted between the Parties will be conveyed using a secured and encrypted storage device or file transfer mechanism as agreed by the Data Protection Executives. A minimum of 256-bit encryption is required. Intercompany email should be avoided if at all possible.		
8.3.4	Data Protection Executives, will ensure that protected data is masked before transmission or reporting of data occurs. Additionally, sub setting of the data for test purposes will follow the same encryption of masking. Finally, Capability will exist to unmask and unscramble data as appropriate.		X
8.4	Physical Transport of Data		
8.4.1	Use a professional grade courier with logged chain of custody for any third-party transport of hard copy or mobile media containing County Protected Data.	X	X
8.5	Data Disposal		
8.5.1	Upon leaving the project, project team members will return or destroy any County Protected Data that is in his or her possession.	X	
8.5.2	Service Provider may retain archival copies of records containing County Protected Data as reasonably necessary or as part of normal backup processes to verify Service Provider's compliance with this Contract. Service Provider will identify such data to County at the time such archival copies are withheld and shall mask or otherwise redact the County Protected Data in those records. Service Provider shall not be obligated retain archival copies of County databases, or other compilations or stores of County Protected Data.	X	
8.5.3	Service Provider shall destroy hard copies containing County Protected Data via shredder or by depositing in a secure destruction bin when no longer required in the performance of the Services.	X	
8.6	Third Party Service Delivery Management		
8.6.1	Execute substantially similar contractual terms relating to privacy and security with subcontractors retained to provide the Services.	X	
8.6.2	Maintain commercially reasonable contractual terms relating to privacy and security with enterprise information technology and communications suppliers who are engaged to provide general services to Service Provider and are not engaged specifically to provide the Services (e.g. email and telecommunications providers).	X	
8.7	Back-up		
8.7.1	If Service Provider provides hosting services for production databases and offsite tape backups are used, then the backups will be encrypted, at a minimum of 256-bit encryption unless there are contradictory legal requirements, at the County's expense.	X	X
9	Access Control		
9.1	User Access Management		
9.1.1	The County shall use reasonable commercial efforts to restrict Service Provider's access to only that County Protected Data required for Service Provider to perform its obligations under the Contract.		X
9.1.2	Implement user account creation and deletion procedures, with appropriate approvals, for granting and revoking access to all County systems, County data and all internal applications used during the course of the project. Designate an appropriate authority (as defined by the engagement) to approve creation of new user ID, or elevated level of access for existing ID.	X	X
9.1.3	Implement an engagement level access control roster capturing the access details for engagement resources, covering type of access, date access granted, and date access revoked for team members.	X	
9.1.4	Review the access control roster at least quarterly, or as otherwise agreed to by the Parties in writing, to confirm that access levels are still appropriate for individual roles and to confirm that	X	

Control		Responsible Parties	
		Service Provider	County
	access revocations for personnel who departed from the engagement have been processed correctly.		
9.1.5	Revoke access for personnel departing the engagement within two business days of departure, or in compliance with contractual obligations, whichever is sooner.	X	X
9.1.6	When applicable, provide access for project personnel and other applicable personnel using the concept of Least Privileged Access, meaning individuals are only granted access to those resources and systems that are required to perform their role.	X	X
9.1.7	When applicable, logically separate access between environments (e.g., development, testing, and production) so that an individual can be granted access to one environment without being able to access others.	X	X
9.1.8	Provide each individual accessing a system or application with a unique user ID and password. Prohibit user IDs and passwords from being shared.	X	X
9.1.9	Provide two-factor authentication to access the County's internal network environment from non-County/non-Service Provider locations. An internal network environment generally means the network environment that what would be available if an individual is sitting within the County's offices or data centers.	X	X
9.1.10	To the extent possible, the County will enable access methods to control offloading, printing, copying, pasting, or other methods of data extraction of County Protected Data (e.g. Citrix/VDI/application layer firewall).		X
9.2	Password Management		
9.2.1	Electronic communications of passwords must be encrypted using a minimum of 256-bit encryption.	X	X
9.2.2	Require initial user passwords to be changed during the first logon. Prohibit user IDs and passwords from being shared.	X	X
10.1	Encryption		
10.1.1	Encrypt transmissions of County Protected Data between the parties using a minimum of 256-bit encryption.	X	X
10.1.2	Mobile phones and tablets will be protected via a mandatory PIN, restrictions on amount of email that can be stored on the device, and a remote wipe capability.	X	
10.1.3	Full hard disk encryption at a minimum of 256-bit encryption on all workstations in use to deliver Services (i.e. Service Provider, rental, County, subcontractor workstations).	X	X
11	Information Security Incident Management		
11.1	Security Incident Reporting		
11.1.1	Promptly report to an Service Provider centralized management response center any actual or potential security incident that has resulted, or could be reasonably suspected to have resulted, in the loss, misuse or unauthorized acquisition of any County Protected Data. (e.g., a lost or stolen laptop).	X	
11.1.2	Identify any additional security incident notification requirements arising from the Contract and communicate those requirements to project personnel. Service Provider agrees to follow the Incident Response Plan as provided by the County. Service Provider is required to report to the County as follows: - All MDC employees and contractors are required to report any information security events and weaknesses through appropriate management channels as quickly as possible. - Designated points of contact should be established for the reporting of events and weaknesses. These points of contact should be known to Service Provider and County project teams and always be available and able to provide an adequate and timely response.	X	X

Control		Responsible Parties	
		Service Provider	County
	The Data Protection Executives would engage each organization's respective Information Security team in order to determine and evaluate the extent of the reported incident.		
12	Compliance		
12.1	Compliance with Legal Requirements		
12.1.1	Not use County Protected Data for any other purpose beyond provision of the contracted services, or as required by applicable law.	X	
12.1.2	For each covered statement of work, identify business, operational, and technical requirements that flow from data privacy laws that County is subject to as part of the business process design and/or requirements definition.		X
12.1.3	Comply with controls arising out of applicable data privacy laws as they apply to Service Provider as a service provider.	X	