

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. None

☐ Contract ☐ Re-Bid ☐ Other – Access of Other Entity Contract LIVING WAGE APPLIES: ☐ YES ☐ NO

Requisition No./Project No.: EPPRFP-01995 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: **PAYROLL PROCESSING SERVICES FOR NON-COUNTY POLL WORKERS**

Description: Miami-Dade County through the Miami-Dade County Elections Department, (ED), is seeking proposals for the selection of a qualified firm to provide payroll processing services for non-County poll workers. The Elections Department currently administers all federal, state, county, and municipal elections; and provides election services and assistance to municipalities, School Districts, Special Taxing Districts, Community Council Districts, and Community Development Districts in Miami-Dade County

Issuing Department: Elections Dept Contact Person: Jose Ponce Phone: 305-499-8320

Estimate Cost: \$500,000 GENERAL ☒ FEDERAL ☐ OTHER ☐

Funding Source: X

ANALYSIS

<u>Commodity Codes:</u>	<u>20810</u>	<u>20911</u>	<u>94610</u>	<u>91885</u>	<u>96130</u>
Contract/Project History of previous purchases three (3) years					
Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u></u>	<u></u>	<u></u>		
Small Business Enterprise:	<u></u>	<u></u>	<u></u>		
Contract Value:	<u></u>	<u></u>	<u></u>		
Comments:	<u></u>				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO					

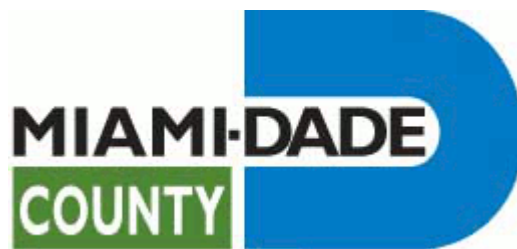
RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<u></u>	<u></u>	<u></u>	<u></u>
Basis of Recommendation: <u></u>				
Signed: <u></u>		Date sent to SBD: <u></u>		
		Date returned to SPD: <u></u>		

Solicitation EPPRFP-01995

PAYROLL PROCESSING SERVICES FOR NON-COUNTY POLL WORKERS

Solicitation Designation: Public



Miami-Dade County

Solicitation EPPRFP-01995

PAYROLL PROCESSING SERVICES FOR NON-COUNTY POLL WORKERS

Solicitation Number **EPPRFP-01995**
 Solicitation Title **PAYROLL PROCESSING SERVICES FOR NON-COUNTY POLL WORKERS**

Solicitation Start Date **In Held**
 Solicitation End Date **Aug 13, 2021 6:00:00 PM EDT**
 Question & Answer End Date **Aug 3, 2021 12:00:00 PM EDT**

Solicitation Contact **Coleen Christie**
Procurement Contracting Officer 2
ISD - Strategic Procurement Division
Coleen.Christie@miamidade.gov

Solicitation Contact **Princess Brown**
Procurement Contracting Officer 2
ISD - Strategic Procurement Management
Princess.Brown@miamidade.gov

Contract Duration **See Bid Documents**
 Contract Renewal **See Bid Documents**
 Prices Good for **See Bid Documents**

Solicitation Comments **Miami-Dade County herein referred to as the "County" through the Miami-Dade County Elections Department, (ED), is seeking proposals for the selection of a qualified firm to provide payroll processing services for non-County poll workers. The Elections Department currently administers all federal, state, county and municipal elections; and provides election services and assistance to municipalities, School Districts, Special Taxing Districts, Community Council Districts, and Community Development Districts in Miami-Dade County. On an annual basis ED administers approximately 20-30 elections and relies on the assistance of approximately 4,500 non-County poll workers to successfully conduct the elections. Non-County poll workers are recruited by the Elections Department and are essential to assisting the department with meeting the demands of all elections supervised by the Miami Dade County Supervisor of Elections.**

Item Response Form

Item **EPPRFP-01995--01-01 - PAYROLL PROCESSING SERVICES FOR NON-COUNTY POLL WORKERS**
 Quantity **1 each**
 Unit Price
 Delivery Location **Miami-Dade County**
No Location Specified
 Qty **1**

Description

PAYROLL PROCESSING SERVICES FOR NON-COUNTY POLL WORKERS



**REQUEST FOR PROPOSALS (EPPRFP) No. 01995
FOR
PAYROLL PROCESSING SERVICES FOR NON-COUNTY POLL WORKERS**

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
(Through the Expedited Purchasing Program)
for
Miami-Dade County Elections Department

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Coleen Christie, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
E-mail: coleen.christie@miamidade.gov

PROPOSALS DUE:

AUGUST 13, 2021, at 6:00pm (local time)

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.
(SEE IMPLEMENTING ORDER 7-7)**

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third-party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County herein referred to as the "County" through the Miami-Dade County Elections Department, (ED), is seeking proposals for the selection of a qualified firm to provide payroll processing services for non-County poll workers. The Elections Department currently administers all federal, state, county, and municipal elections; and provides election services and assistance to municipalities, School Districts, Special Taxing Districts, Community Council Districts, and Community Development Districts in Miami-Dade County. On an annual basis ED administers approximately 20-30 elections and relies on the assistance of approximately 4500 non-County poll workers to successfully conduct the elections. Non-County poll workers are recruited by the Elections Department and are essential to assisting the department with meeting the demands of all elections supervised by the Miami Dade County Supervisor of Elections.

The County anticipates awarding a contract for a five (5) year period.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	See BidSync
Deadline for Receipt of Questions:	See BidSync
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	September 2021 to October 2021
Projected Award Date:	December 2021

1.2 Definitions

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

1. The words "Competitive Selection Committee" or "Review Team" to mean the group of individuals who are tasked with reviewing, evaluating, and scoring the Proposals submitted in response to this RFP.
2. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
5. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
6. The word "Proposer" to mean the person, firm, entity, or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.
7. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
8. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
9. The word "Subcontractor" to mean any person, firm, entity, or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
10. The words "Sustainable Procurement Practices" to mean purchasing that takes into account the environmental, economic, and socially responsible requirements of the County's spending. Sustainable Procurement Practices allow for the procurement of goods and services in a way that achieves value for money on a whole-life basis in terms of generating benefits not only to the County but also to the community served and the economy, while remaining within the carrying capacity of the environment.
11. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole

discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

1.5 Sustainable Procurement Practices

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Based on existing sustainability policy synergies, the County targets sustainable procurement practices that:

1. Reduces greenhouse gases (GHGs).
2. Fosters and integrates supplier diversity.
3. Supports safe and fair labor practices and ethical behavior throughout the supply chain, and
4. Maximizes fiscally responsible "high value, high impact" actions based on the above targeted impact areas and operational contexts.

1.6 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs.
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document.

- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting.
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists, and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.7 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, with Competitive Selection Committee/Review Team Members or the Competitive Selection Committee/Review Team Members as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code are prohibited.

1.8 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.9 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.10 Collusion

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.11 Expedited Purchasing Program

Pursuant to Section 2-8.1.6 of the Code, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened solicitation timeline for submission of proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Competitive Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.

1.12 Contract Measures

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code as follows:

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

____ % SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit an executed Certificate of Assurance Affidavit at the time of proposal acknowledging the project SBE Measure. After proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, as well as meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County herein referred to as the "County" through the Miami-Dade County Elections Department, (ED), is seeking proposals for the selection of a qualified firm to provide payroll processing services for non-County poll workers. The Elections Department currently administers all federal, state, county and municipal elections; and provides election services and assistance to municipalities, School Districts, Special Taxing Districts, Community Council Districts, and Community Development Districts in Miami-Dade County. On an annual basis ED administers approximately 20-30 elections and relies on the assistance of approximately 4,500 non-County poll workers to successfully conduct the elections. Non-County poll workers are recruited by the Elections Department and are essential to assisting the department with meeting the demands of all elections supervised by the Miami Dade County Supervisor of Elections.

2.2 Services to be Provided:

The Selected Proposer shall:

- 2.2.1 Provide W2s for all poll workers per Federal guidelines.
- 2.2.2 Process all direct payments to non-County poll workers using the Miami-Dade County Elections Poll Worker Payment Schedule (see Exhibit E).
- 2.2.3 Provide access to all records upon request and retain same records according to the State of Florida retention schedule guidelines.
- 2.2.4 Adhere to timelines that are consistent with required financial compliance during the contract.
- 2.2.5 Ensure a prompt, accurate and secure payroll/pay functionality payment to all non-County poll workers to include final payment through direct deposit or paper checks.
- 2.2.6 Agree to mutually specific requirements set between the County and the selected Proposer to export/transfer data of identified non-County poll workers' information as it relates to payroll payment, federal tax reporting, W2s, audit reporting for quality control checks, and any other data identified by the County. The poll worker payroll extract file will remain in the same format it is currently in (see Exhibit A).
- 2.2.7 Mail checks commensurate with the first Friday following the extract upload; this applies to individual poll workers.
- 2.2.8 Process and mail checks for late changes/lost checks reported within 5 business days of updated extract and notification from the County.
- 2.2.9 Provide an alternate option to pay other organizations in lieu of a person when poll worker opts to donate their payroll to an organization.
- 2.2.10 Transfer all records back to MDC upon termination of contract.
- 2.2.11 Offer a self-service option for prompt payment to the poll worker. Poll workers, however, will not be required to register with the selected Proposer.
- 2.2.12 Provide services without requiring that the poll worker must sign a release.
- 2.2.13 Assign specific account manager(s) throughout entire project ensure support is provided during the Elections Department's business hours and provide staff assistance when necessary. Throughout active elections and payroll processing, vendor must be able to provide on-call support, as necessary.
- 2.2.14 Provide for scope of training required and conduct "train the trainer" trainings to MDC staff at implementation and as necessary when changes or updates are made to the payroll software/product.
- 2.2.15 Provide project management to include, but not limited to, overall project management of Contractor services, initial meetings with County staff to establish a mutual project calendar and establish project communication plan.
- 2.2.16 Design and install any hardware and software required
- 2.2.17 Perform software/hardware acceptance testing.
- 2.2.18 Perform software and mock payroll payment processing acceptance.
- 2.2.19 Configure and install related software including interface between the County's voter database (VR System) and vendor system.
- 2.2.20 Provide testing, training, implementation, and post implementation support.
- 2.2.21 Provide all necessary training to County Staff.
- 2.2.22 Ensure it has adequate resources for designing, building, testing, implementing, training, and supporting the new system.
- 2.2.23 Obtain the County's approval before making any changes to the scope of work.

2.3 Miami-Dade County will provide the following to the selected Proposer:

- 2.3.1 Payroll extract file (Exhibit A)
- 2.3.2 Workflow of the current poll worker payroll payment process to ensure minimal changes to the current process (Exhibit B).
- 2.3.3 Acceptance Testing Plan (Exhibit C)
- 2.3.4 Elections calendar for calendar year 2021 and 2022 (Exhibit D)
- 2.3.5 Payment Schedule (Exhibit E)

2.4 Reporting

2.5 Schedule

The selected Proposer shall be required to meet the following timeline/milestones:

Timeline/Milestones

Timeline/Milestones	Completion Due Dates (no later than)
Award of Contract	November 1, 2021
Initial Planning Meeting with County staff	
Phase I – Installation of software and equipment	November 12, 2021
Phase II – Training of staff	November 24, 2021
Phase III – Software and mock payroll payment processing testing and acceptance	December 17, 2021
Phase IV- Implementation/Go Live	January 1, 2022
Optional Implementation and Support Services	TBD

2.6 Training

2.6.1 Provide future training to County staff on all process/system change as deemed necessary by the County.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate proposals are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance	30
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25

- | | |
|---|----|
| 3. Proposer's approach to providing the services requested in this Solicitation | 25 |
| 4. Proposer's sustainable practices (environmental and fair labor standards) | 10 |

Price Criteria**Points**

- | | |
|------------------------------|----|
| 5. Proposer's proposed price | 10 |
|------------------------------|----|

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Review Team shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Review Team may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Review Team.

4.3 Oral Presentations

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development Division for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development Division at (305) 375-2378 or <http://www.miamidade.gov/smallbusiness/>

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Review Team a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Review Team will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Review Team will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request better offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests better offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award). Additionally, any proposer recommended for negotiations shall comply with the Lobbyist registration requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance pursuant to Section 2-11.1(s) of the Code. A principal of any corporation, partnership or other entity who appears as a lobbyist on behalf of an entity, without special compensation or reimbursement for the appearance, shall register with the Clerk as required by the Ordinance, but shall not be required to pay any registration fees.

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The County's anticipated form of agreement is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Supplier Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County **Supplier** Registration Package. For online vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Strategic Procurement Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Code, any agreement issued as a result of this Solicitation 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 Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Agreement
Proposal Submission Package, including:
Proposer Information Section
Web Forms – Submittal Form, Subcontracting Form, Lobbyist Registration for Oral Presentations Affidavit, and
Contractor Due Diligence Affidavit
Form 1 – Price Proposal Schedule

Exhibit A -Payroll Extract File

ROBINSON DAVID 7221 NW 17TH AVE RM 2 MIAMI FL33147 175.08
WEISS THEODORE 13190 SW 75TH AVE PINECREST FL33156
221.41 WEESE NANCY 810 WREN AVE MIAMI SPRINGS FL33166 175.08
SPADER WILLIAM 1161 REDBIRD AVE MIAMI SPRINGS FL33166 175.08
GAVILA SUSAN 684 MORNINGSIDE DR MIAMI SPRINGS FL33166 58.54
HERNANDEZ LETICIA PO BOX 830604 MIAMI FL33283 58.54
JONES SANDRA 1986 NW 49TH ST MIAMI FL33142 58.54
PEREZ-CASTANEDA MARIA 310 CORYDON DR MIAMI SPRINGS FL33166 175.08
BRAVO RENE 4241 SW 147TH CT MIAMI FL33185 269.09
STANISKY DANIEL 14090 SW 78TH ST MIAMI FL33183 254.00
NEAL VALERY 7579 NW 175TH ST HIALEAH FL33015 254.00
FALKOWSKI LUZ 860 FALCON AVE MIAMI SPRINGS FL33166 175.08
TONDINI SCOTT 10 CANAL STREET PMB 235 MIAMI SPRINGS FL33166 221.41
CROSSLAND MIRYAM 900 PLOVER AVE MIAMI SPRINGS FL33166 175.08
CROSSLAND MARTIN 900 PLOVER AVE MIAMI SPRINGS FL33166 58.54
DANIELS BRIDGETT 1940 ALI BABA AVE APT 2 OPA LOCKA FL33054 175.08
SPADER ANDREA 1161 REDBIRD AVE MIAMI SPRINGS FL33166 175.08
ESPINOSA MARITZA 621 S ROYAL POINCIANA BLVD APT 101 MIAMI SPRINGS FL33166 175.08
DIB-FERRERA ELSIE 386 N ROYAL POINCIANA BLVD APT A MIAMI SPRINGS FL33166 58.54
BUSTETTER DANIEL 1911 SANS SOUCI BLVD NORTH MIAMI FL33181 175.08

Exhibit B Payroll Payment Process Workflow**Miami-Dade County Elections Department****Payroll Process Workflow: Election Day Non-County Poll Workers**

1. Scheduling Section (Poll Worker Division) processes and Quality Assures payroll amounts for all Election Day poll workers.
2. Scheduling Section runs and saves various reports for record keeping and budget purposes.
 - a) Payroll extract file is created and uploaded to ITD's secured server.
 - b) Email is sent to ITD to request payroll processing.
3. ITD emails a payroll signoff sheet (with ITD signatures completed) and all test reports to the Elections Department.
4. Poll Worker Division ensures all test reports are reviewed in the database before signing.
 - a) Sign off sheet is completed by the Division(s) and Finance, respectively
 - b) Sheet is scanned, and email sent to HR, for a final signature, and ITD.
5. ITD proceeds with final payroll processing and confirms once payments are loaded.
6. Once payments are made by agreed upon pay-date by ITD, checks are cut by downtown HR.
 - a) Downtown HR follows up with Elections to provide payroll register, # of checks and total amount.
 - b) Downtown HR also specifies when checks are available for pick up.
7. Elections picks up checks for QA, stuffing, and metering via Elections Department.

Note: Supplemental payments are to be anticipated with each election and the process followed is substantially the *same*

Exhibit C - Acceptance Testing Plan**Non-County Poll Worker Payroll Processing**

Full non-County poll worker payroll processing acceptance testing will be conducted across three (3) scenarios:

1. Acceptance testing of standard poll worker payroll extract file
2. Acceptance testing of supplemental payment(s) poll worker payroll extract file
3. Acceptance testing for replacement of lost check(s)

Testing will include a mock test by the selected Proposer for distribution of W-2s for applicable poll workers. The test(s) will be conducted as per the County's current payroll process substantially in the same form. The tasks below may be adjusted or added to as necessary to fully test the system.

Description	Y/N	Verified By
Scenario 1: Acceptance testing of standard poll worker payroll extract file		
Extract file (Exhibit A) is transmitted/uploaded to selected Proposer's secured server by Scheduling Section		
Email is sent to selected Proposer to request commencement of payroll processing by Scheduling Section		
Selected Proposer sends test reports to the Scheduling Section for quality assurance (including number of total files, total extract amount)		
Scheduling Section identifies any irregularities in QA and sends back to selected Proposer for remedy; If no irregularities (i.e., in number of files or extract amount), Scheduling confirms file is "clean"		
Sign off sheet generated by the vendor is signed by PWRT Division Deputy.		
Sign off sheet is scanned, and email sent to selected vendor for final payroll processing		
Selected Proposer proceeds with final payroll processing (<i>within expedited timeframe</i>)		
Selected Proposer confirms once all payments are loaded; once confirmed, selected Proposer follows up with Scheduling Section to provide complete payroll register (including total number of checks, total payroll amount, taxes withheld, and year-to-date totals). Selected Proposer provides payroll register to MDC Elections and HR/Finance.		
Selected Proposer also provides Wells Fargo (County bank) with anticipated payroll amount for withdrawal and test file. Testing to be coordinated with Finance, Treasury Management, HR and ITD.		
Wells Fargo runs parallel test with test checks from selected Proposer to confirm processing information is accurate (account number, routing number, etc.). Account setup to be coordinated with Finance Dept. Selected Proposer provides file in compatible format to INFORMS for uploading to general ledger to record issuance of checks. This needs to be coordinated with Finance, Treasury Management, HR and ITD.		

Selected Proposer generates checks and mails directly to poll workers based on extract information provided [test to be done with internal staff]. Checks will need to be delivered to SPCC for signature stamp prior to mailing. Distribution of checks to be coordinated with MDC Elections.		
Selected Proposer sends email to provide confirmation that all checks have been mailed to Scheduling Section, Dept. HR, Finance, and report reconciling check numbers with poll worker payments		
Scenario 2: Acceptance testing of supplemental payment(s) poll worker payroll extract file		
Supplemental payments extract file is transmitted/uploaded to selected Proposer's secured server by Scheduling Section		
Email is sent to selected Proposer to request commencement of payroll processing by Scheduling Section		
Selected Proposer sends test reports to the Scheduling Section for quality assurance (including number of total files, total extract amount)		
Scheduling Section identifies any irregularities in QA and sends back to selected Proposer for remedy; If no irregularities (i.e., in number of files or extract amount), Scheduling confirms file is "clean"		
Sign off sheet generated by the vendor is signed by PWRT Division Deputy.		
Sign off sheet is scanned, and email sent to PWRT Division for final approval		
Selected Proposer proceeds with final payroll processing within timeframe outlined in SOW		
Selected Proposer confirms once all payments are loaded; once confirmed, selected Proposer follows up with Scheduling Section to provide complete payroll register (including total number of checks and total payroll amount)		
Selected Proposer also provides Wells Fargo (County bank) with anticipated payroll amount for withdrawal and test file		
Wells Fargo runs parallel test with test checks from selected Proposer to confirm processing information is accurate (account number, routing number, etc.)		
Selected Proposer generates checks and mails directly to poll workers based on extract information provided [test to be done with internal staff]		
Selected Proposer sends email to provide confirmation that all checks have been mailed to Scheduling Section, Dept. HR, HR, and report reconciling check numbers with poll worker payments		
Scenario 3: Acceptance testing for replacement of lost check(s)		
Scheduling Section facilitates required paperwork needed by selected Proposer for processing of lost check (i.e., notarized affidavit form).		
Poll worker completes notarized affidavit form and submits		

to MDC scheduling section. MDC scheduling section prepares memo and submits to Finance Bank Reconciliation to place stop payment on check(s). Reissuance of the check to be coordinated with Finance and Treasury Management.		
Email is sent to selected Proposer by Scheduling Section (copied to downtown HR/FIN) to request commencement of lost check processing with scanned form		
Selected Proposer processes and issues lost check(s) directly to poll worker(s)		
Selected Proposer sends email to Scheduling Section, downtown HR/FIN to provide confirmation that lost check(s) has been issued and provides report reconciling check numbers with poll worker payments <u>and</u> original check numbers		
Selected Proposer provides report(s) to HR/FIN, ITD and Scheduling Section 30 days after issuance of checks detailing which poll workers have not cashed their checks for the purpose of reporting uncashed checks to the State of Florida after the dormancy period has been met. The diligence letters are sent by HR/FIN. A mass stop payment is placed on checks remaining outstanding prior to submission to Finance- Accounts Payable section to include with the County's annual filing with the respective States.		
Acceptance testing for distribution of W-2s by selected Proposer		
Selected Proposer supplies downtown HR with report of poll workers earning over \$600 (this amount is subject to change, please refer to IRS Publication 15).		
ITD runs and downtown HR/FIN reviews exception reports to identify relevant poll workers who may have worked in other capacities with the County		
HR/FIN sends report of poll workers who should be receiving a W-2 to the selected Proposer		
Selected Proposer sends W-2 file (following SSA format/layout) to ITD and HR/FIN for final review and approval prior to uploading to SSA website.		
Selected Proposer distributes W-2s directly to poll workers. Selected Proposer provides final report listing W-2s generated to include addresses by sequence number to MDC Elections and HR/Finance.		

<p>Selected Proposer to withhold Social Security taxes from poll worker checks following IRS guidelines (this amount is subject to change, please refer to IRS Publication 15). An electronic report (in the specified MDC format/layout) needs to be submitted to MDC HR/Finance for the taxes withheld from poll worker checks. MDC to remit taxes to IRS per deposit schedule. The report must include year-to-date totals for taxable gross, Social Security (FICA) gross, Medicare (MICA) gross and related taxes for MDC to include in the county-wide quarterly 941 filing with the IRS.</p>		
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Exhibit D-Elections Calendar 2021/2022*Election Calendar (2021)***2021 Election Calendar
Last updated January 19, 2021**

(Subject to change)

Please note that Candidate Qualifying Dates are subject to change.
Questions about municipal elections must be directed to the [municipal clerk](#).

Check out the [2022 Election Calendar](#).

January 26 (Registration Closing - Dec. 28)

- Bal Harbour Village Special Election
- North Miami Annexation Special Election (Mail Ballot)

February 16 (Registration Closing - Jan. 19)

- Cocoplum Phase One Street Lighting Special Taxing District Election (Mail Ballot)
- El Portal Special Election (Candidate Qualifying Dates: Jan 4, 2021 – Jan. 15, 2021) ****CANCELLED****
- Golden Beach General Election (Candidate Qualifying Dates: Dec. 28, 2020 – Jan. 4, 2021) ****CANCELLED****

March 2 (Registration Closing - Feb. 1)

- Golden Beach Run-Off Election ****CANCELLED****
- Hialeah Gardens General Election (Candidate Qualifying Dates: Dec. 17, 2020 – Jan. 15, 2021) ****CANCELLED****
- Medley Special Election (Candidate Qualifying Dates: Jan 20, 2021 – Jan. 28, 2021)

March 16 (Registration Closing - Feb. 16)

- Hialeah Gardens Run-Off Election ****CANCELLED****
- Medley Run-Off Election ****CANCELLED****

April 6 (Registration Closing - Mar. 8)

- Bay Harbor Islands General Election (Candidate Qualifying Dates: Feb. 25, 2021 – Mar. 5, 2021) ****CANCELLED****
- Miami Springs General Election (Candidate Qualifying Dates: Dec. 21, 2020 – Feb. 19, 2021)

April 13 (Registration Closing - Mar. 15)

- Coral Gables General Biennial Election (Candidate Qualifying Dates: Feb. 22, 2021 – Feb. 26, 2021)
- Miami Shores Village Council Election (Candidate Qualifying Dates: Feb. 1, 2021 – Feb. 26, 2021)

April 20 (Registration Closing - Mar. 22)

- South Miami Special Election (Candidate Qualifying Dates: Mar. 8, 2021 – Mar. 12, 2021)

April 27 (Registration Closing - Mar. 29)

- Aventura Special Election (Mail Ballot)
- Coral Gables Run-Off Election

May 4 (Registration Closing - Apr. 5)

- South Miami Run-Off Election ****CANCELLED****

May 6 (Registration Closing - Apr. 7)

- Bay Harbor Islands Run-Off Election ****CANCELLED****

May 11 (Registration Closing - Apr. 12)

- Miami Shores Village Council Run-Off Election ****CANCELLED****
- North Miami Regular Election (Candidate Qualifying Dates: Mar. 29, 2021 – Apr. 6, 2021)
- Sweetwater General Municipal and Special Elections (Candidate Qualifying Dates: Mar. 17, 2021 – Mar. 26, 2021)

June 1 (Registration Closing - May 3)

- North Miami Run-Off Election

No elections scheduled for July.

No elections scheduled for August.

September 14 (Registration Closing - Aug. 16)

- Virginia Gardens Municipal Election (Candidate Qualifying Dates: Jul. 16, 2021 – Aug. 16, 2021)

October 5 (Registration Closing - Sept. 7)

- Homestead Primary Election (Candidate Qualifying Dates: Aug. 30, 2021 – Sept. 3, 2021)

November 2 (Registration Closing - Oct. 4)

- Hialeah Primary Election (Candidate Qualifying Dates: Jul. 5, 2021 – Jul. 26, 2021) - pending confirmation.
- Homestead General Election

- Miami General Municipal Election (Candidate Qualifying Dates: Sept. 3, 2021 – Sept. 18, 2021)
- Miami Beach General Election (Candidate Qualifying Dates: Sept. 7, 2021 – Sept. 10, 2021)

November 16 (Registration Closing - Oct. 18)

- Hialeah General Election
- Miami Run-Off Election
- Miami Beach Run-Off Election

*When 29 days prior to registration closing date falls on a holiday, the date is moved to the next business day.

*Election Calendar (2022)***2022 Election Calendar**
Last updated December 2, 2020 (Subject to change)

Please note that Candidate Qualifying Dates are subject to change.
Questions about municipal elections must be directed to the [municipal clerk](#).

January 25 (Registration Closing - Dec. 27)

- Florida City Biennial Election (Candidate Qualifying Dates: Dec. 1, 2021 – Dec. 10, 2021)

February 15 (Registration Closing - Jan. 18*)

- Florida City Run-Off Election

February 18 (Registration Closing - Jan. 20)

- Indian Creek General Election (Candidate Qualifying Dates: Jan. 1, 2022 – Jan. 15, 2022)

March 8 (Registration Closing - Feb. 7)

- Hialeah Gardens General Election (Candidate Qualifying Dates: Dec. 23, 2021 – Jan. 24, 2022)

March 15 (Registration Closing - Feb. 14)

- Surfside General Municipal Election (Candidate Qualifying Dates: Jan. 10, 2022 – Jan. 31, 2022)

March 22 (Registration Closing - Feb. 22*)

- Hialeah Gardens Run-Off Election

April 5 (Registration Closing - Mar. 7)

- Bay Harbor Islands General Election (Candidate Qualifying Dates: Feb. 24, 2022 – Mar. 4, 2022)
- Surfside Run-Off Election

April 12 (Registration Closing - Mar. 14)

- West Miami Municipal Election (Candidate Qualifying Dates: Feb. 21, 2022 – Feb. 25, 2022)

May 5 (Registration Closing - Apr. 6)

- Bay Harbor Islands Run-Off Election

No elections scheduled for June**No elections scheduled for July.**

Exhibit E – Payment Schedule**MIAMI-DADE COUNTY ELECTIONS
POLL WORKER PAYMENT SCHEDULE**

POSITION*	TRAINING**	PRE-ELECTION SET-UP	POST-ELECTION, if applicable	ELECTION DAY
Clerk¹	\$40.00	\$45.91	\$22.50	\$160.68
Assistant Clerk¹	\$40.00	\$35.31	\$22.50	\$123.60
ES	\$40.00	\$46.00	N/A	\$168.00
Poll Deputy	\$40.00	\$30.02	N/A	\$105.06
Inspector	\$40.00	\$30.02	N/A	\$105.06
Evid Inspector	\$40.00	\$30.02	N/A	\$105.06
Standby²	\$40.00	N/A	N/A	\$18.54

* All Poll Worker positions (**positions are in bold**) will be expected to participate in “Pre-Election Set-Up.”

** In order to be paid for training, Poll Worker must also perform required Election Day duties.

1. Only the Clerk (or Assistant Clerk in the Clerk’s absence) will be asked to perform “Post-Election” duties.
2. If Stand-by is **not** called by noon, Poll Worker will be paid \$18.54 + \$40.00 for Training. If Stand-by is called and *chooses not to work*, Poll Worker will ONLY get paid \$40.00 for Training; if Stand-by is called and *arrives at Precinct to work within one hour*, Poll Worker will be paid his/her regular Election Day pay (depending on position) + \$40.00 for training.

FORM 1, PRICE PROPOSAL SCHEDULE-**INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form 1 – Price Proposal Schedule and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form and make no other marks.

A. Price

The fixed prices shown below is for providing all required services for this solicitation, as outlined in this Solicitation as stated in Section 2, Scope of Services. The project milestones include services necessary to complete the phases.

Description	Proposed Price
One-Time Cost –Implementation Services	\$ Click here to enter text.
One-Time Cost –Software Installation and Configuration	\$ Click here to enter text.
Training-Annual Fee	\$ Click here to enter text.
Project Management-Annual Fee	\$ Click here to enter text.
Cost per Paycheck per Poll Worker	\$ Click here to enter text.
Cost per Poll Worker for Year End W-2	\$ Click here to enter text.

Note:

- a) The proposed, fixed-prices shall include full compensation for labor, material, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, which shall be incorporated in this Price Proposal Schedule, as they will not be reimbursed separately by the County.

PROPOSER INFORMATION – PAYROLL PROCESSING SERVICES FOR NON-COUNTY POLL WORKERS**Proposer's Experience and Past Performance**

1. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
2. Provide a detailed description of three (3) comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
4. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

Key Personnel and Subcontractors Performing Services

5. Identify all key personnel. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
6. Identify Subcontractors, if any. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project
7. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts, that qualifies the key personnel to perform the services as specified in Appendix A – Scope of Services. Provide resumes, if available, with job descriptions including any key personnel of subcontractors who will be assigned to this contract.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

8. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services (see Section 2.0).
9. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
10. Provide a project schedule identifying specific key tasks and duration.
11. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s). Only those exceptions identified herein will be considered by the County. Exceptions not specifically delineated will not be accepted from any Proposer(s) that may be invited to participate in Negotiations as outlined in Section 4.8 of the Solicitation.
12. Describe what quality checks and data redundancy measures are used to protect data and ensure consistency?

Proposer's Sustainable Practices

13. Describe in detail Proposer's sustainable business practices, by addressing the three pillars of sustainability: environmental, social, and economic
 - a. Environmental – Consideration of Product Attributes
 - i. Explain how Proposer will perform the Work required in this project by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services required.
 - ii. Provide Proposer's environmental policies, programs, certifications, in addition to specific requirements
 - b. Social/Fair Labor Standards - Contributions to the health, well-being and development of its employees
 - i. Describe Proposer's criteria in support of safe, fair, and equitable work practices and ethical behavior, to include
 - ✓ Job classification descriptions of any and all services to be performed;
 - ✓ geographic area within which the services are to be performed, under safe and accessible working conditions
 - ✓ Equitable wage/benefit determination practices
 - ✓ Detailed documentation on employee development and evaluation process
 - c. Economic - Equal access to small, diverse and disadvantaged suppliers

Miami-Dade County, FL***EPPRFP No. 01995***

- i. Identify Proposer's direct efforts to develop supplier diversity initiatives used to increase the participation of small, diverse and disadvantaged enterprises, in contracting opportunities.



Submittal Form

Solicitation No. _____		Solicitation Title: _____	
Proposer Legal Company Name (include d/b/a if applicable): <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>		Proposer Federal Tax Identification Number: <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
If Corporation - Date Incorporated/Organized: <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>		State Incorporated/Organized: <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
Company Operating Address: <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>		City <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	State <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
Miami-Dade County Address (if applicable): <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>		City <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	Zip Code <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
Company Contact Person: <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>		Email Address: <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
Phone Number (include area code): <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>		Company's Internet Web Address: <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
<p>Pursuant to Section 2-8.6 of the Code of Miami-Dade County (County), any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of proposal submission.</p> <p><input type="checkbox"/> Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.</p> <p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County, that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to proposal submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to proposal submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer meets the requirements for Local Preference. Failure to affirm this certification at this time may render the Proposer ineligible for Local Preference.</p> <p>IN ACCORDANCE WITH CFR 200.319(b), LOCAL PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.</p> <p>LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County; and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer is a Local Certified Veteran Business Enterprise. A copy of the certification must be submitted with the proposal.</p> <p>IN ACCORDANCE WITH CFR 200.319(b), LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.</p> <p>SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (if applicable):</p> <p>A Small Business Enterprise (SBE) must be certified by the Division of Small Business Development (SBD) for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact SBD at (305) 375-3111 or access http://www.miamidade.gov/smallbusiness/certification-programs.asp. The SBE must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract may remain on the contract.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer is a Miami-Dade County Certified Small Business Enterprise.</p> <p>IN ACCORDANCE WITH CFR 200.319(b), SMALL BUSINESS ENTERPRISE MEASURES SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.</p>			

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST:

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in sections 287.135, 215.473, and 215.4725 of the Florida Statutes. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or the Scrutinized Companies that Boycott Israel List.

OR

In the event that the Proposer is unable to provide such certification, but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall **also initial** this space: _____. In this event, the Proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception could be applicable.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL:

The Proposer acknowledges and agrees that the submittal of the proposal is governed by Florida's Government in the Sunshine Laws and Public Records Laws, as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public.

By submitting a proposal pursuant to this solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this solicitation which the Proposer considers to be a trade secret, proprietary or confidential. In the event that the proposal contains a claim that all or a portion of the proposal submitted contains confidential, proprietary or trade secret information, the Proposer, **by signing below**, knowingly and expressly **waives** all claims made that the proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Proposer's Authorized Representative's Signature: _____*	Date _____*
Representative's Name: _____*	
Representative's Title: _____*	

THE SUBMITTAL OF A PROPOSAL BY A PROPOSER WILL BE CONSIDERED A GOOD FAITH COMMITMENT BY THE PROPOSER TO NEGOTIATE A CONTRACT WITH THE COUNTY IN SUBSTANTIALLY SIMILAR TERMS TO THE PROPOSAL OFFERED AND, IF SUCCESSFUL IN THE PROCESS SET FORTH IN THIS SOLICITATION AND SUBJECT TO ITS CONDITIONS, TO ENTER INTO A CONTRACT SUBSTANTIALLY IN THE TERMS HEREIN.

Proposer's Authorized Representative's Signature: _____*	Date _____*
Representative's Name: _____*	
Representative's Title: _____*	

SUBCONTRACTING FORM

Solicitation Number EPPRFP-01995

*Vendor Name *FEIN #

Complete "A" or "B".

- A. ☐ No subcontractors or direct suppliers will be utilized pursuant to this solicitation.
- B. ☐ The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	Name of Principal Owner	Scope of Work to be Performed by Subcontractor Subconsultant	Subcontractor/ Subconsultant License (if applicable)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Business Name and Address of First Tier Direct Supplier	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

And

Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors:

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor shall not change or substitute first tier subcontractors or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

*Signature of Vendor's Representative

*Print Name

*Print Title

*Date



**AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Solicitation Title: Solicitation No.:
 (2) Department:
 (3) Proposer's Name:
 Address: Zip:
 Business Telephone: E-Mail:

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Name	Title	Employed By	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County **MUST** register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: Title:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this ,

by , a , who is
 personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

Revised 1/2/14

Miami-Dade County, FL

Contract No. 01995

PAYROLL PROCESSING SERVICES FOR NON-COUNTY POLL WORKERS
Contract No. RFP 01995

THIS AGREEMENT for the provision of _____, made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (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 payroll processing services for non-County poll workers and related services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No.01995 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated _____, 2021 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such payroll processing services for non-County poll workers and related services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- 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 NAME OF CONTRACTOR 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 Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.

Miami-Dade County, FL

Contract No. 01995

- k) The words "Service" or "Services" to mean the provision of payroll processing services and related services in accordance with the Scope of Services.
- 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 this Agreement, the order of precedence is as follows: 1) Articles 1 through 45, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. 01995 and any associated addenda and attachments thereof, 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 Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

Miami-Dade County, FL

Contract No. 01995

- 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 Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. 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 indicated on the first page of this Agreement, and shall continue through the last day of the sixtieth (60) month.. 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
Attention: Jose J. Ponce
Deputy Supervisor of Elections, Administration and Finance
Miami-Dade Elections Department
2700 NW 87th Avenue
Miami, FL 33172
Phone: (305) 499-8320
E-mail: Jose.Ponce@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

COMPANY NAME.
Attention:
TITLE
STREET ADDRESS

Miami-Dade County, FL

Contract No. 01995

CITY, STATE, ZIP CODE
Phone: (XXX) XXX-XXXX
E-mail:

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 and Services, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

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 Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (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 follows:

Miami-Dade County
SD/Risk Management, Property & Casualty Unit

Miami-Dade County, FL

Contract No. 01995

111 N.W. 1st Street, Suite 2340
Miami, Florida 33128-1989
Attention: Property & Casualty 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 liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, 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 \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

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

OR

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

Miami-Dade County, FL

Contract No. 01995

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

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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 Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the 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.

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ARTICLE 15. MUTUAL OBLIGATIONS

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

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the 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 17. 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 18. 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 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor 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

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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 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) 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 24) and fails to cure said Event of Default (as delineated below in Article 25), 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 23(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

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forth in Section 10-38 of the Code.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. 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

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- viii. the Contractor fails to comply with Article 39.
- 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 25. 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 26. 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 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder.

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Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or 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 29. PROPRIETARY INFORMATION

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").

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.

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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.

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

ARTICLE 30. PROPRIETARY RIGHTS

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

ARTICLE 31. 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

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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:

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| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)</p> <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> | <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit
(Section 448.095, of the Florida State Statutes)</p> <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution No. R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18)</p> <p>14. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)</p> <p>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.</p> <p>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.</p> |
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b) Conflict of Interest and Code of Ethics

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

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

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

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.

- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) 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".
- r) 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).

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.

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

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

ARTICLE 34. NONDISCRIMINATION

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

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

ARTICLE 35. 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 36. 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 37. 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 38. 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 39. 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 24 of this Contract.

ARTICLE 40. 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 41. LIENS

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

ARTICLE 42. 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 43. 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 44. 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 45. 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,

Contractor

Miami-Dade County

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
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 SERVICES

TO BE NEGOTIATED

DRAFT

APPENDIX B – PRICE SCHEDULE

TO BE NEGOTIATED

DRAFT

Question and Answers for Solicitation #EPPRFP-01995 - PAYROLL PROCESSING SERVICES FOR NON-COUNTY POLL WORKERS

Overall Solicitation Questions

There are no questions associated with this Solicitation.