

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. N/A
Contract
☐ Re-Bid ☐ Other – LIVING WAGE APPLIES: ☐ YES ☐ NO

Requisition No./Project No.: EVN00026422 TERM OF CONTRACT 5 YEAR(S) WITH 5 YEAR(S) OTR

Requisition /Project Title: WASD Integrated Payment Processing Solution

Description: WASD seeks to expand the choice of secure payment methods available to its customers, enhance customer service and convenience, and achieve operational efficiencies in its depository, accounting, and reconciliation functions through the application of various electron

Issuing Department: WASD Contact Person: Josephone Barrios Phone:
Estimate Cost/Value: 4,903,973.00 GENERAL FEDERAL OTHER Bank A. Crec
Funding Source:

ANALYSIS

<u>Commodity Codes:</u>	<u>20562</u>	<u>92045</u>	<u></u>	<u></u>	<u></u>
Contract/Project History of previous purchases three (3) years Check here <input 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>N/A</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>Natalya Vasilyeva</u>		Date sent to SBD: <u>04/20/2025</u>		
		Date returned to SPD: <u></u>		

FORM 1 FEE STRUCTURE SCHEDULE

A. PROPOSED RATE STRUCTURE

The Proposer's fee structure shall be submitted on this Form 1 "Fee Structure Schedule". Proposer is requested to fill in the applicable blanks on this form **and provide a total price as a fixed fee engagement**. Pricing must include **ALL COST ELEMENTS** being proposed to meet the specifications outlined in Section 2.0 of this Solicitation, items that are at no charge to the County or to County's consumers shall be identified as "N/C".

The pricing submitted below **shall be used** to evaluate Proposers.

TOTAL PROPOSED PRICE FOR THE FIVE (5) YEAR TERM \$

A. Software Solution proposed price

DESCRIPTION	PROPOSED PRICE
Software License/Subscription fees	(the County prefers this item to be at no charge)
Implementation Services	(the County prefers this item to be at no charge)
Interface Cost	(the County prefers this item to be at no charge)
Training	(the County prefers this item to be at no charge)
Maintenance and Support	(the County prefers this item to be at no charge)
Required Hardware and Peripherals	(the County prefers this item to be at no charge)
Additional Costs	(the County prefers this item to be at no charge)
TOTAL PROPOSED PRICE	(the County prefers this item to be at no charge)

B. Transactions Fee Structure

Fees to be paid by WASD Consumers per transaction (see RFP section 2.20. Transaction Volumes)			
	Flat Fee	Percentage	Dollar Limits if applicable
1.Point of Sale (POS) Payments Credit/Debit Card Service fee to be paid by consumer per transaction:			
1.1. Retail Bill payments (Web/Cashiers/Kiosks)			
1.2.ERP Generated Invoices			
2. Electronic Check (eCheck)			

Fees to be paid by WASD		
	Fee	Monthly Volume*
ACH Transaction Fees		
eBill Presentment (Loading fee)		

Other Items		
	Fee	Unit
IVR Fees		
ACH Reimbursements		
Return ACH items and Chargeback items		
Reversals		
Return fee- eCheck		
Notification of Changes (NOC) e.g. ACH return NOC		
Notifications (Please list all notifications Proposer can provide)	-	-

Standard reports	(the County prefers this item to be at no charge)	
Customize reports	-	-
Client Console (Customer Service Rep Login)	(the County prefers this item to be at no charge)	
Additional Training	-	-
-	-	-
Professional Services:	-	-
—Design/Implementation of custom requests/change requests	-	-
-	-	-
Other*	-	-
*List any other charges	-	-
-	-	-
-	-	-

C. OPTIONAL SERVICES

Instructions: Proposers are NOT required to provide pricing for any optional items. Proposers may, in their discretion, provide pricing for any of the Optional Items. Such optional items will NOT BE SCORED as part of the solicitation evaluation process.

DESCRIPTION	PROPOSED PRICE
Software License/ Subscription Fees OTR Year 1	\$
Software License/ Subscription Fees OTR Year 2	\$
Software License/ Subscription Fees OTR Year 3	\$
Software License/ Subscription Fees OTR Year 4	\$
Software License/ Subscription Fees OTR Year 5	\$
Maintenance and Support Fees OTR Year 1	\$
Maintenance and Support Fees OTR Year 2	\$
Maintenance and Support Fees OTR Year 3	\$
Maintenance and Support Fees OTR Year 4	\$
Maintenance and Support Fees OTR Year 5	\$
TOTAL PRICE FOR REQUESTED SERVICES OTR TERM:	\$

OPTIONAL HARDWARE / APPLIANCES:

Product Name and Description	Unit Price	Quantity	Total (Unit Price x Quantity)
			\$
			\$
			\$

Optional Professional Services:

Service	Hourly Rate
Project Manager	\$
Developer	\$
Web Developer	
Trainer	\$
Technical Architect	
Database Administrator	
Network Engineer	

Other (list professional title)	\$
Other (list professional title)	\$
Other (list professional title)	\$

Note: Compensation to the selected Proposer for Optional Professional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project. Notwithstanding the pricing listed above, the County reserves the right to negotiate a fixed fee engagement for any Optional Professional Services.



REQUEST FOR PROPOSALS (RFP)
EVENT No.: ENV00026422
EVENT TITLE: WASD INTEGRATED PAYMENT PROCESSING SOLUTION

PRE-PROPOSAL CONFERENCE TO BE HELD:

June 9, 2025 at 10:00 AM (local time)
via Teams

ISSUED BY MIAMI-DADE COUNTY:
Strategic Procurement Department
(Through the Expedited Purchasing Program)
for
Miami-Dade Water and Sewer Department

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

Natalya Vasilyeva, Procurement Contracting Manager
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4725
E-mail: Natalya.Vasilyeva@miamidade.gov

PROPOSALS DUE:
See INFORMS DATE AND 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 Integrated Financial Resources Management System (INFORMS) until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its Proposal reaches INFORMS 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 INFORMS. 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. Proposers must allow sufficient time to complete online forms and upload all Proposal documents. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into INFORMS before the date and time of the INFORMS Solicitation End Date, or the system will stop the process and the submission will be considered late and will not be accepted. No part of a Proposal can be submitted via hardcopy, email, or fax. 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.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by INFORMS at <https://supplier.miamidade.gov>. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary via written addenda issued prior to the Proposal due date and time (see Mandatory Online Forms and Addendum Acknowledgement Section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

If you submit your proposal and subsequently an Addendum is issued, failure to resubmit the proposal by clicking on the "Submit Proposal" button, after acknowledging Addenda or making any edits to your proposal in INFORMS, will result in your proposal not being received by the County.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Water and Sewer Department (WASD), is soliciting Proposals from qualified firms to provide comprehensive solution services for the acceptance, processing, and support of electronic payments. These payments include, but are not limited to, credit card, debit card, ACH transactions, and digital payment platforms such as Apple Pay, Google Pay, PayPal, and CashApp. Electronic payments will be utilized for water and sewer bill payments as well as ERP financial system-generated invoices. WASD seeks a unified payment solution to fulfill these requirements and achieve operational efficiency.

The County anticipates awarding a single contract for a five-year period, with one, five-year-year options to renew.

The anticipated schedule for this Solicitation is as follows:

Pre-Proposal Conference: June 9, 2025 at 10:00AM via Teams. Attendance is recommended but not mandatory.
Microsoft Teams, hyperlink to join the meeting: [Join the meeting now](#)
Meeting ID: 258 394 692 121 3 Passcode: VW3RQ3bb
Dial in by phone +1 786-628-2782, 211729578# United States, Miami
Phone conference ID: 211 729 578#

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-2013 or via email at: Skarlex.Alorda@miamidade.gov or Heidi.Johnson-Wright@miamidade.gov. TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Deadline for Receipt of Questions: **June 12, 2025**
Proposal Due Date: See front cover for date and time.
Evaluation Process: **August-September 2025**
Projected Award Date: **October-November 2025**

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 "Administrative Dashboard" to mean
2. 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.
3. 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".
4. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
5. The word "Cloud" means a remote vendor hosted server infrastructure.
6. The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
7. The word "Deliverables" means the tangible work product submitted by the Selected Proposer to the County.
8. The words "Enterprise License" means a licensing model covering all Miami-Dade County facilities, other governmental partners, and staff that includes unlimited named or concurrent users.
9. The words "Final Acceptance" means the County's written approval stating that all components of the scope of services have been performed and the Solution functionality is fully operable and in conformance with the Scope of Services.
10. The words "Go-Live" to mean the scheduled date on which the selected Proposer's software solution is officially deployed and made fully operations for end users. Go-Live marks the point at which all development, testing and configuration phases have been completed, and the solution is transitioned from testing phase to full-scale use.
11. The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
12. 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. The Joint Venture must be a legally formed entity prior to Proposal submission.
13. The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
14. The words "Merchant ID" to mean the unique identifier assigned to a business or merchant by a payment processor or acquiring bank, used to track and process payments within a payment system. Merchant ID enables the merchant to accept various types of payments, including credit card, debit card, and electronic payments.

Commented [NV1]: WASD please provide definition

Commented [NV2]: WASD please review for accuracy.

Commented [NV3]: WASD please review this definition for accuracy

15. The words "Produced in the United States" to mean, with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
16. The word "Proposal" to mean the properly signed and completed written good faith commitment submitted by the Proposer in response to this Solicitation, as amended or modified through negotiations.
17. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
18. The word "Responsible Proposer" shall refer to a Proposer that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
19. The words "Responsive Proposer" shall refer to a Proposer that has submitted a Proposal that conforms in all material aspects to the Solicitation.
20. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
21. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
22. The words "Solution", "Software Solution", "System" means the total complement of Licensed Software, services, customizations, all other items, tangible and intangible, designed to operate as an integrated group to provide the functionality outlined in the scope of services.
23. 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.
24. 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

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the County give preference to a Proposer based on the Proposer's social, ideological or political interests.

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 elements including but not limited to project fees, revenues or pricing; 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. The County shall treat the Proposer's inclusion of exceptions, assumptions or alternate terms in the Proposal as requests to negotiate project elements, and the inclusion of same shall not result in the Proposal being deemed non-responsive. The County is not bound to accept any exceptions, assumptions or alternates during negotiations, and the County shall consider a Proposal submitted to be an offer to supply goods or services in strict compliance with the terms of this Solicitation. Exceptions, assumptions or alternates may be considered by the County during negotiations to the extent such exceptions, assumptions or alternates do not materially change any provision of the Solicitation. 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's 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-responsive.

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.

1.5 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** any member of the County's professional staff, other than any professional staff member who is designated by the County Mayor to engage in such communications; 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.

1.6 Communication with Competitive Selection Committee Members

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

1.7 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.

1.8 Lobbyist Contingency Fees

- 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.
- 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.

1.9 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.

1.10 Contracting with Entities of Foreign Countries of Concern Prohibited

By submitting a proposal or otherwise entering into, a contract under this Solicitation, the Proposer affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Proposer further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Proposer is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Proposer; or c) the Proposer is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S.

This affirmation by the Proposer shall be in the form attached to this Solicitation as **Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**.

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 Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

By entering into, amending, or renewing a contract under this Solicitation, the Proposer affirms that it does not use coercion for labor or services and complies with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking. This attestation by the Proposer shall be in the form attached to this Solicitation as the **Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit**.

2.0 SCOPE OF SERVICES**2.1 Background**

The Miami-Dade Water and Sewer Department (WASD) is the largest water and wastewater utility in the Southeastern United States, serving over 2.8 million people daily. WASD provides water and wastewater services to more than 450,000 retail customers, 14 municipal water wholesale customers, and 12 municipal sewer wholesale customers. The County operates an extensive infrastructure, including over 8,500 miles of water mains, nearly 6,400 miles of sewer collection and force main pipelines, and more than 1,000 pump stations. Retail customers can make payments via several methods, including online, interactive voice response (IVR), at one of five customer service centers, or at select private centers throughout the County. WASD currently uses the Customer Care and Billing (CCB) system, generating approximately 9,000 bills daily. The Department is in the process of upgrading to the cloud-based version, Customer Cloud Services 24B. In addition to retail services, WASD provides construction, development, and other miscellaneous services. Invoices for these services are generated through WASD's Enterprise Resource Planning (ERP) system, PeopleSoft Financials system, and can be paid online or at customer service centers.

At present, WASD relies on a third-party processor for payment processing of CCB bills and financial system invoices. Accepted payment methods include credit/debit cards, ACH transfers, and e-checks. Different system platforms are used to process payments for each type of bill or invoice.

2.2 Objective

The Miami-Dade Water and Sewer Department (WASD) aims to expand the range of secure payment options available to its customers, enhance customer service and convenience, and achieve greater operational efficiency in its depository, accounting, and reconciliation processes through the implementation of various electronic payment technologies.

2.3 Qualification Requirements

The qualification requirements for this Solicitation are as follows. The selected Proposer shall:

- a. Be included on the current list of Qualified Public Depositories as designated by the Office of the State (Florida) Treasurer and as required by the Florida Security for public Deposits Act, Chapter 280, Florida Statutes.
- b. Be a member of the Federal Reserve System
- c. Be Payment Card Industry (PCI) compliant
- d. Be Payment Card Industry Data security Standard (PCI DSS) compliant
- e. Be authorized as a participant in the ACH(Automated Clearing House) services network, through National Automated Clearinghouse Association (NACHA)

2.4 Selected Proposer's responsibilities and deliverables**A. Electronic Payment Processing System Requirements-Retail Water Bills****1. Payment Methods**

The selected Proposer shall be responsible for delivering the following payment methods as part of the payment processing solution:

- a. Credit Cards, including Mastercard, Visa, American Express, and Discover

Commented [NV4]: WASD, please review and advise, original scope that was submitted didn't have any qualification requirements. Please review and advise if these are applicable, also please feel free to edit to ensure accuracy of the requirements needed.

- b. Debit Cards
- c. ACH Payments, including personal checking, personal savings, business checking, and business savings accounts
- d. E-checks
- e. Integration with Modern Payment Methods, including but not limited to Apple Pay, Google Pay, PayPal, CashApp, and other electronic payment platforms, ensuring secure and convenient transaction processing for customers.

2. Payment Channels

- a. Customer-facing e-commerce website
 - i. Shall be PCI compliant
 - ii. Shall be ADA compliant
 - iii. Shall be fully hosted by selected Proposer
 - iv. Shall support following languages: 1)English, 2)Spanish, 3)Creole
 - v. User-friendly Interface and Design: Intuitive navigation, clean and modern design, mobile responsiveness.
 - vi. Robust security: proposed solution shall include data encryption, MFA, Payment Tokenization, HTTPS, SSL Certificates)
 - vii. At the time of project implementation, WASD will determine whether customers will be provided with the option to manage their account through the selected Proposer's portal, Self-Service application, or both.
- b. Mobile application (preferred)
- c. Interactive voice response (IVR)
 - i. Integrate seamlessly with WASD's vendor (CISCO)
 - ii. Caller/account verification (ANI validation, multi-factor authentication, knowledge-based authentication)
 - iii. Shall allow transfer of calls from CISCO's IVR using Dual-tone Multi-frequency (DTMF) data to pass account numbers to avoid requesting duplicate validation from the caller
 - iv. Shall allow customer service representatives (CSR) to transfer calls using DTMF data to pass the account number to avoid requesting duplicate validation from the caller
 - v. Shall support following languages: 1)English, 2)Spanish, 3)Creole
- d. Management tool to be used by WASD's CSRs
 - i. All functions to be role-defined by the administrator
 - ii. Users to be assigned role(s) by administrator
 - iii. Integrate with Miami-Dade County's (MDC) Active Directory (AD) to support Single Sign-On (SSO) using OAuth 2.0 protocols, authenticating users against MDC's AD domain for seamless and secure access.
 - iv. Payment actions for all payment methods (search, enter, modify, cancel, enter multiple)
 - v. Mask funding account numbers (default)
 - vi. View full funding account numbers (based on role)
 - vii. Funding actions (use previously defined fund, view fund, create, modify, remove)
 - viii. View customer payment history
 - ix. Auto-pay Enrollment actions
 - x. Paperless Enrollment actions
 - xi. Users' activity audit
 - xii. Only pending payments can be cancelled
- e. Cashier windows

3. Application Programing Interface (API)s library to manage User Interface (UI) experience

- a. The selected Proposer shall provide a robust library that supports all features that are available by the other payment channels
- b. See subsection 4 for the List of APIs general requirements
- c. The use of tokens for funding sources is required, instead of utilizing funding account numbers
- d. The API shall integrated with Miami-Dade County's Active Directory (AD) to support Single Sign-On (SSO) using OAuth 2.0 protocols, authenticating users against MDC's AD domain for seamless and secure access.

4. List of APIs general requirements

- a. Funding sources APIs

These definitions pertain to adding, searching, deleting, or managing funding sources associated with a WASD account. All transactions that require a funding source as an input should be done through a token representation of the funding source. (The only exception is the initial addition of the funding source through the selected Proposer's funding portal).

 - i. **ACH (Automated Clearing House) Search Funding:** Get a list of ACH funding sources associated with a WASD account or customer.
 - ii. **CC (Credit Card) Search Funding:** Get a list of credit card funding sources associated with a WASD account or customer.

- iii. **ACH Add Funding:** Add a new ACH funding source associated with a WASD account.
- iv. **CC Add Funding:** Add a new credit card funding source associated with a WASD account.
- v. **Delete Funding:** Remove an existing funding source (ACH or credit card) associated with a WASD account or customer.
- vi. **ACH Funding Portal:** Add a new ACH funding source linked to a WASD account through a portal hosted by selected Proposer.
- vii. **CC Funding Portal:** Add a new credit card funding source linked to a WASD account through a portal hosted by selected Proposer.

b. Payments APIs

These definitions pertain to initiating, retrieving, or canceling payments tied to funding sources for a WASD account. All transactions that require a funding source as an input should be done through a token representation of the funding source.

- i. **ACH Make Payment:** Initiate a payment using an ACH funding source tied to a WASD account.
- ii. **CC Make Payment:** Initiate a payment using a credit card funding source tied to a WASD account.
- iii. **ACH Pending Payments:** Retrieve a list of pending payments associated with an ACH funding source for a WASD account.
- iv. **CC Pending Payments:** Retrieve a list of pending payments associated with a credit card funding source for a WASD account.
- v. **ACH Cancel Payment:** Cancel a pending payment associated with an ACH funding source.
- vi. **CC Cancel Payment:** Cancel a pending payment associated with a credit card funding source.

5. **Customer Notifications**

The proposed software solution:

- a. Shall support notifications via email, SSMS (SQL Server Management Studio), text message and app notifications based on customer preferences.
- b. The software solution shall have the capability to generate real time notifications, configurable as needed, for the following events:
 - i. Bill generated notification
 - ii. Payment due reminder notification
 - iii. Notifications for the creations, modification, and cancellation of One-time Payment (OTP)
 - iv. Payment scheduled notification
 - v. Notifications when payment amount threshold limits are reached (indicating payment will not be applied)
 - vi. Notifications for the creation, modification, and cancellation of recurring payment schedules
 - vii. Notifications for the addition, modification, or deletion of funding sources
 - viii. Notifications for letters sent (email and mail)

6. **Functionality**

The proposed software solution shall support the following capabilities:

- a. One Time Payment
- b. Ability to schedule future payments
- c. Option to enroll for auto-pay with threshold amount, including monthly or quarterly payment internals
- d. Option to enroll in paperless billing
- e. Ability to make optional additional payments (e.g., donations) which are reported separately from the amount due
- f. Capability to pay multiple accounts at once
- g. Support for maintaining multiple funding sources
- h. Payment history view
- i. Ability to view payment due information, including amount and due date
- j. Ability to validate customer account number against the file provided by WASD on a daily basis

7. **Integrations with WASD back-end system**

The proposed software solution shall support the following capabilities:

- a. Realtime integrations
 - i. The selected Proposer shall provide APIs library to be consumed by WASD's Self-Service Application
 - ii. Real time notification API to notify WASD whenever a customer makes a payment, modifies it or cancels it
- b. Batch integrations
 - i. Utilize Secure File Transfer Protocol (SFTP) with encryption
 - ii. Maintain a schedule which accounts for holidays
 - iii. Support flexible transmission hour
 - iv. Daily file sent by WASD containing all active accounts with their respective amount dues and due date, as well as enrollments status
 - v. Daily Remittance File sent to WASD containing payments
 - vi. Daily Reversals File sent to WASD containing payment returns

- vii. Daily file sent to WASD containing enrollment status changes

8. Equipment

The selected Proposer shall provide following equipment:

- a. PCI compliant payment terminal hardware equipment (card readers) for WASD cashier windows
 - i. Six (6) payment centers; 21 cashier windows
 - ii. Plug and Play functionality
 - iii. Payment terminals and associated peripherals shall be maintained and supported for the term of the resultant contract including any required software maintenance, updates and support.

- 9. **Chargebacks/Reversals.** Reversals/chargebacks shall be processed systematically for retail bills via Reversal file.

10. Reports

The selected software solution shall support the following list of reports:

- i. Total amount of contacts offered across all entry points
- ii. Contacts offered by transaction type or service type.
- iii. Average transaction times, detailing duration for customers to complete the process (RSC)
- iv. Data reflecting failed transactions, including system timeouts, incomplete or incorrect customer information, etc. (RSC)
- v. Summary of transaction fees for a specified date range
- vi. Daily/Monthly remittance reports for both credit/debit cards and ACH
 - 1. Settlement reports: payment summary report
 - 2. Reversal report: all transactions detail
 - 3. ACH disbursement report
 - 4. Payment transactions

Additionally, the proposed software solution shall have the following functionality:

- b. Ability to search for transactions
- c. Ability to modify reports and/or run ad-hoc reports
- d. Ability to export reports in multiple formats (excel, csv, pfd etc)
- e. Report with data by card type (credit, debit, ACH)
- f. Ability to provide reports by customer type; distinguishing between residential and commercial

B. Electronic Payment Processing System Requirements-ERP Financial System Invoices

11. Payment Methods

The proposed software solution shall support the following payment methods:

- a. Credit cards to include, Mastercard, Visa, American Express Discover
- b. Debit Cards
- c. ACH payments, including personal checking, personal savings, business checking, business saving, money market accounts.
- d. The system shall support integration with modern payment methods, including Apple Pay, Google Pay, PayPal, CashApp, and other electronic payment platforms, to facilitate secure and convenient transactions for customers.

12. Functional Requirements

The proposed software solution shall support the following functionality:

- a. Online Payment Portal
 - i. The selected Proposer shall develop and maintain a secure, publicly accessible web-based payment portal that allows Miami-Dade customers to process electronic invoice payments using a credit card, debit card, ACH and other forms of electronic payment such as, Apple Pay, Google Pay etc. A fixed convenience fee is charged where applicable.
 - ii. The payment portal shall provide a responsive design that functions properly across desktop and mobile devices.
 - iii. The payment portal shall display clear instructions and guidance for customers completing payment transactions.
 - iv. The payment portal shall provide immediate confirmation of payment receipt to customers via an on-screen, printable notification as well as email confirmation capability
- b. System Integration Requirements
 - i. The Electronic Payment Processing System shall integrate with WASD's ERP system using industry-standard, real-time web service protocols. The current version of Peoplesoft Financials is 9.2 (PUM 48) and Tools Version 8.60.09.
 - ii. Upon customer/account verification, the selected Proposer's software solution shall retrieve accurate customer and payment amount due details in real time from the ERP system.

- iii. Upon successful payment processing/acceptance, the software solution shall provide the ERP system with details of the transaction. These details shall include, at a minimum, the customer number, invoice number, amount paid, payment method, payment date, and system confirmation number.
- iv. The integration shall support automated data synchronization between systems to maintain consistent customer and payment information.
- v. The software solution shall implement appropriate error handling and notification mechanisms for integration failures.
- vi. The software solution shall have a "non-production" version with all of the same configurations and capabilities of the "production" system for the purposes of conducting as-needed testing of the payment process and integrations with the ERP system.

c. Transaction processing

- i. The payment portal shall securely process credit and debit card transactions in compliance with Payment Card Industry Data Security Standard (PCI DSS).
- ii. Upon successful payment processing, the software solution shall generate and transmit transaction confirmation data to the ERP system.
- iii. The software solution shall allow for the partial payment of the invoice amount due.
- iv. The software solution shall prevent the overpayment of an invoice based on the amount due provided from the ERP application.
- v. The payment portal shall provide the customer with a "transaction verification and Terms and Conditions screen" in which the customer must accept before payment is processed.
- vi. The software solution must maintain complete audit trails of all transaction attempts, completions, and failures.
- vii. The software solution shall process payments in real-time and provide immediate confirmation of transaction status to the user. The transaction shall also be immediately available for review in the administration tool
- viii. The software solution shall support transaction retry functionality for failed payment attempts where appropriate.

d. Administrative Dashboard and management

- i. The selected Proposer shall provide a solution that gives access to an Administrative Dashboard that can be used to analyze transactions and generate daily reports.
- ii. The dashboard shall provide real-time insight into both pending and settled transactions.
- iii. The dashboard shall support supervisor functionality for addressing chargeback and refund requests.
- iv. The dashboard shall enable searching activity by date and provide detailed search functionality for settled transactions by date.
- v. The dashboard shall provide the capability to generate various reports including, but not limited to:
 - a. Pending Transactions
 - b. Chargeback notifications
 - c. Refund Requests
 - d. Daily Settlement
 - e. Summary by Date
- vi. The software solution shall provide role-based access control with appropriate permission levels for administrative users. The Water & Sewer Department should be able to create users and assign roles within the system.

e. Chargebacks/Reversals

- i. The proposed software solution shall provide notification by an online reporting tool (for all transactions) or e-mail to WASD when a chargeback has been initiated by a cardholder. At a minimum the following information related to the chargeback shall be provided:
 - a. original transaction date, location, transaction identifier, dollar amount, cardholder's account number, the reason for the chargeback, and any letters or affidavits from the cardholder.
 - b. WASD retains the right to dispute the claim, accept or deny the chargeback, and provide the selected proposer with any supporting information or documentation.
 - c. WASD shall be notified prior to the proposer debiting WASD's bank account.

13. Non-Functional Requirements

a. Security Requirements

- i. The system shall comply with all applicable security standards, including PCI DSS for credit card processing.
- ii. All data transmission shall be encrypted using industry-standard encryption protocols with minimum of TLS 1.2.
- iii. The software solution shall implement multi-factor authentication for administrative dashboard access.
- iv. The solution shall include intrusion detection and prevention mechanisms.

- v. Regular security audits and vulnerability assessments shall be conducted by the selected Proposer to ensure system integrity and security.
- b. Performance Requirements
 - i. The system shall support a minimum of 2,000 concurrent users without performance degradation.
 - ii. Transaction processing time shall not exceed 3 seconds under normal operating conditions.
 - iii. The system shall be available 24/7 with a minimum uptime of 99.9%.
 - iv. Scheduled maintenance shall be performed during off-peak hours with advance notification to the Water & Sewer Department.
- c. Data Retention and Management Requirements
 - i. The system shall maintain transaction records for a minimum period of 7 years.
 - ii. Data retention and purging procedures shall comply with Miami-Dade County's data governance policy.
 - iii. Data backup procedures shall be implemented with daily incremental and weekly full backups.
 - iv. A disaster recovery plan shall be documented and tested bi-annually.

14. Implementation Requirements

- a. Project management
 - i. The selected Proposer shall assign a dedicated Project Manager (PM) to oversee the implementation process
 - ii. The PM shall provide weekly progress reports during the implementation phase.
 - iii. The PM will provide a detailed project plan with milestones for approval by the Water & Sewer Department before commencement of the project.
 - iv. The selected Proposer shall be responsible for delivering all necessary implementation services for the proposed solution. Any services requiring County participation must be scheduled during normal business hours (Monday through Friday, 8:00AM to 5:00PM EST.) Should there be a need for such services outside of normal business hours, prior approval from the County is required. It is understood that Go- Live activities may occur outside of peak business hours to minimize operational disruption.
 - v. The timeline for implementation shall range from 12 to 18 months to achieve Go-Live.
 - vi. The selected Proposer shall provide written notification to the County at least 30 days prior to any anticipated delay, outlining the reason for the delay and submitting a revised timeline for completion. The County Project Manager will evaluate the request and determine whether an extension should be granted. If no written notification is provided within the specified timeframe, or if the extension request is not approved by the County Project Manager, the following financial consequences shall apply:
 - 1. In the event the selected Proposer fails to deliver the implementation services for the proposed Solution in accordance with the agreed-upon timeline incorporated into the resultant contract, financial penalties will be imposed.
 - 2. The financial penalty will be calculated as 0.3% of the total contract value for each calendar day of delay beyond the agreed delivery dates for project milestones as recorded in the project timeline.
- b. Testing and acceptance
 - i. The selected Proposer shall develop and execute comprehensive test plans covering all functional areas including ERP integration
 - ii. User acceptance testing shall be facilitated with Miami-Dade County staff.
 - iii. Performance and security testing results shall be documented and submitted for review.
 - iv. System acceptance criteria shall be met before production deployment.
- c. Training and Documentation
 - i. The selected Proposer shall provide comprehensive training for Administrative Dashboard users.
 - ii. Complete system documentation shall be delivered, including:
 - a. System architecture
 - b. User manuals
 - c. Administrative procedures
 - d. Integration specification
 - e. Support protocols

15. Support and Maintenance

- a. The selected Proposer shall be responsible for support and maintenance of the solution
- b. The selected Proposer shall provide 24/7 technical support.
- c. Regular system updates and security patches shall be applied.
- d. Quarterly system performance reviews shall be conducted.

16. Merchant ID

The selected Proposer will assign a Merchant ID for each type of billing, including: 1) Retail water and sewer bills, 2) ERP PeopleSoft financial system invoices

17. Banking/Funding

- The selected Proposer shall make one deposit per day, per Merchant ID via ACH to WASD's Wells Fargo bank account.
- The deposit must include all transactions processed prior to the established daily cut-off time, for all card brands accepted (Visa, Mastercard, Discover and American Express); the daily cut-off time will be established
- The selected Proposer shall make a daily deposit for ACH transactions.
- The selected Proposer shall pass identifiers in the ACH detail to the Merchant number along with an identifier describing the type of transaction (e.g., deposit, chargeback)

18. Fees/Invoicing

- The selected Proposer shall submit a monthly invoice. Fees will be processed on a monthly basis and shall not to be netted against credit receipts.
- Invoice shall show transaction volumes, rates and charges by Merchant ID and payment type
- Fees charged shall be in accordance with the resultant contract schedule
- Invoices shall show transaction volumes, rates and charges
- Invoices shall be sent to WASD's cash management section

19. Advertising Materials

The selected Proposer will provide all advertising materials at no cost to WASD. WASD will have discretion in determining the extent and limitations of such materials' display or use. Any display or utilization of the approved material shall adhere to the selected Proposer's instructions and comply with WASD Department policy.

20. Transaction Volumes

- As the current system lacks the capability to differentiate between residential and commercial customers, it is highly desirable for the proposed software solution to provide a clear breakdown of these categories..
- The table below outlines WASD recently agreed-upon fee structure, however prior to this update, the fee structure for retail water and sewer bills was as follows:
 - Fixed fee of \$3.95 with no dollar limit, effective until December 2024
 - Fixed fee of \$4.49 with no dollar limit, effective thereafter.
- The fee for processing ERP financial system invoice credit card payments is 2.3% of the invoice amount.

Commented [NV5]: WASD please review and advise, SOW had this section as "fixed fee of 4.49 with no dollar limit effective..."? Seems like unfinished sentence, did we mean to say thereafter?

Retail Water & Sewer Bills One Time Payments

All Customers			Annual Volumes			
Pmt Type	Offered?	User fee or Biller Paid?	# of Trx	\$ Processed	Avg Pmt Amt	Fee per Transaction *
Credit Card/Debit Card	Yes	User fee	380,355	\$ 147,685,064.90	\$ 388.28	High Cost Credit Card: 2.95%, \$ limit \$5,000; Credit Cards: \$3.95, \$ limit \$5,000; Debit Cards: \$3.95, \$ limit \$5,000
ACH	Yes	Biller Paid	856,655	\$ 357,724,608.07	\$ 417.58	0.22
Other						
Totals			1,237,010	\$ 505,409,672.97	\$ 408.57	

* A FIXED FEE is preferred for all credit/debit cards.

Retail Water & Sewer Recurring Payments

All Customers			Annual Volumes			
Pmt Type	Offered?	User fee or Biller Paid?	# of Trx	\$ Processed	Avg Pmt Amt	Fee Per Transaction
Credit Card	No		-	-		
Debit Card	No		-	\$ -		
ACH	Yes	Biller Paid	220,987	\$ 123,095,790.52	\$ 557.03	0.22
Other						
Totals			220,987	\$ 123,095,790.52	\$ 557.03	

Note: Offer use of Credit/Debit cards on recurring payments. A FIXED FEE is preferred.

ERP PeopleSoft Financial System Invoice Payments**All Customers****Annual Volumes**

Pmt Type	Offered?	User fee or Billor Paid?	# of Trx	\$ Processed	Avg Pmt Amt	% Fee Per Transaction
Credit Card/Debit Card	Yes	User fee	24,008	17,577,721		2.3% on invoice amount
Other						
Totals			24,008	\$ 17,577,721.00		

21. PCI Compliance

The selected Proposer shall agree with the following:

If at any time any of the components, including but not limited to the vendor's system, equipment, hardware, software, or policies, becomes non-PCI compliant, the selected Proposer is responsible for all costs related to upgrading the system so that PCI compliance is maintained throughout the term of the agreement.

- a. The selected Proposer confirms its knowledge of and commitment to comply by providing the following proof that selected Proposer's devices/applications/processes meet current, published, PCI compliance requirements:
 1. The selected Proposer's current annual PCI Compliance certification if applicable. The County has right to audit selected Proposer's compliance by requesting copies of the selected Proposer's PCI compliance certifications at any time.
 2. During an installation or a major system upgrade, the selected Proposer must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across MDC's systems and networks, the internet, and the processor network
 3. Vendor Form – Payment Application(s) (refer to section A) – Only applicable to the vendor who is installing the product in County environment.
- b. The selected Proposer shall resubmit the aforementioned passing, updated, completed, and signed PCI compliance documents annually to the County. Furthermore, the selected Proposer shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities within 30 days of identification.
- c. Sensitive Authentication data and Primary Account number shall not be stored by the selected Proposer application at any point, even if masked. Any other Card holder data should not be stored by the selected Proposer application unless it is absolutely needed for County's operations.
- d. POS (Point of Sale) must be routed directly to Miami-Dade County's merchant provider (ELAVON) and must be EMV compliant. All POS devices must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, or Samsung Wallet.
- e. Cashiering Application systems that utilize MDC network for payment processing must be a validated PCI Point-to-Point Encryption (P2PE) solution and transactions routed through our approved County merchant processor. The County's approved P2PE solution is Elavon's PCI Safe T P2PE Link Protect services. Confirmation of validated P2PE solution shall be provided as found on the PCI Council's P2PE Solutions website;
https://listings.pcisecuritystandards.org/assessors_and_solutions/point_to_point_encryption_solutions?agree=true. Prior to production going live, the P2PE Instruction Manual shall be provided as found on PCI website;
https://www.pcisecuritystandards.org/documents/P2PE_v3.0_PIM_Template.docx?agreement=true&time=1645920000555.
- f. Internet transactions and all other applications must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card).
- g. Exceptions to any of these requirements shall require written justification by the Department Director **prior to** purchase of software/hardware, including a cost/benefit analysis, and require written approval by both the Miami Dade County Chief Financial Officer/Finance Director.

Commented [NV6]: WASD, please advise if the Scope of this RFP was

1. Reviewed and approved by the County's PCI Compliance team?
2. Section 21. is the County developed and required contract language to be included in each RFP, however given the specifics of this RFP, please advise if this language is needed

- h. Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting / processing PIN numbers for security reasons. Miami-Dade County provides three basic services that allow Contractor applications to interact with its Payment Gateways:
1. Web-based Credit Card Transaction Service
 2. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service WSDL and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are two different ways that a merchant customer can handle the Credit Card transaction processing.

- a. Option #1:
The selected Proposer application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund, and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from the selected Proposer, it will offer the greatest flexibility and customization level. This option also requires for the selected Proposer application to be hosted on a server inside the County's managed network, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside of the County's Managed network, Miami-Dade County can develop a Payment Module Application (option #2) that will service the selected Proposer's application.

- b. Option #2:
A selected Proposer application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the selected Proposer application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the selected Proposer's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the selected Proposer side. The selected Proposer will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; SSL protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the selected Proposer application. This solution will not require the client application to be hosted in the County's managed network. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the selected Proposer side.

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. Nothing in this RFP shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor or give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

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.

Proposers are encouraged to access the links below to assist with submission of responses to the Solicitation.

Recorded eSupplier Workshop

https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780

Password: q37%t+pG

Submit a Bid Job Aid

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

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 thousand (1000) points per Review Team Member.

Technical Criteria	Point
1.Proposer's relevant experience, qualifications, and past performance, including relevant experience and qualifications of key personnel, key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	150
2.Reporting capabilities	100
3.Proposer's approach and methodology to providing the services requested in this solicitation	150
4.Solution Implementation and integration	150
5.Proposed Timeline and Schedule	200
Fee Structure	Points
Proposer's proposed fee structure	250

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.

Additionally, pursuant to County Resolution No. [R-321-23](#), the Review Team shall be provided with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Review Team to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Review Team has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Review Team to consider if such Reports would change the rankings. If the Review Team determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Review Team shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

4.3 Oral Presentations

After evaluation of the Proposals on 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. In making this determination, the Review Team should consider whether a recommendation can be reached without oral presentations or whether there is a need for, or would be a benefit to, holding oral presentations. For instance, oral presentations may be needed to assist the Review Team to make its recommendation and/or to differentiate among the Proposer(s) remaining in consideration due to, among other factors, scores in clusters and/or a close competition. Oral presentations may also be beneficial if clarity on the Proposal(s) is needed or an explanation of the Proposal(s) would be helpful to the process and in scoring, especially on large and/or complex projects, as determined by the Review Team. See "Lobbyist Registration Affidavit" regarding registering speakers in the Proposal for an oral presentation.

Pursuant to Resolution No. [R-208-25](#), if the contract fiscal impact is expected to exceed \$25,000,000 per year or \$25,000,000 in any year, then oral presentations are required to be held with the three highest-ranked Proposers or all proposers if three or less proposals are received. If the scoring

differential between the two highest-ranked proposers exceeds ten percent (10%), then oral presentations shall be conducted at the option of the Competitive Selection Committee.

Unless otherwise advised by the County, oral presentations will only be used for the Proposer to present its Proposal and provide clarifications, if needed, and for the Competitive Selection Committee (or Review Team) to ask questions. Proposals cannot be materially changed through oral presentations. Upon completion of the oral presentation(s), if any, the Competitive Selection Committee (or Review Team) will re-evaluate, re-rate and re-rank the Proposals from the Proposer(s) invited to oral presentations based upon the written documents, and in consideration of any clarity gained from 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 is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's Proposal. Pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development at (305) 375-3111, visit <http://www.miamidade.gov/smallbusiness/> or, e-mail your inquiries directly to: Sbdcert@miamidade.gov.

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 term may remain on the Contract.

Any entity may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of creating a Proposer to submit a Proposal in response to this Solicitation and 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 as established in Implementing Order 3-41 and Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code for the purposes of receiving an SBE Selection Factor pursuant to this Section.

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 Fee Structure Evaluation

The Fee Structure 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 fee structure 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 fee structure 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 Competitive Selection Committee (or 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 Competitive Selection Committee (or 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, through the approval of the Review Team Coordinator Report which will be shared through electronic means with all Proposers. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer recommended by the Review Team pursuant to the Local Preference Section above, if any, and/or may request a better offer. In any event the County engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer 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. 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 Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: <https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>

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 Written Objections to Selection Committee Ranking/Scoring and 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, as amended. Any question, issue, objection or disagreement concerning the rankings, scoring or recommendations of the Review Team shall be deemed waived by the Protestor and shall be rejected as a basis of a bid protest, unless it is brought by the Proposer to the attention of the Procurement Contracting Officer. Proposers must notify the Procurement Contracting Officer in writing with a copy to the Clerk of the Board within five (5) work days of receipt of notification of the Review Team Coordinator Report referenced in Section 4.8 above. The written objection shall state with particularity the basis of the objection and with sufficient information to allow the County's procurement professionals to consider, evaluate and address the issues raised in the objection promptly.

5.0 TERMS AND CONDITIONS

The County's **draft 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/Vendor Registration

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

b) Insurance Requirements

The Contractor shall furnish to the County, Strategic Procurement Department, 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.

6.0 ATTACHMENTS

Draft Form of Agreement

Proposal Submission Package, including:

- Proposer Information Section
- Attachment A. Functionality Matrix
- Attachment B. IT Security Matrix
- Attachment C. HIPPA
- Web Forms – Submittal Form, Subcontracting Form, Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit, Lobbyist Registration Affidavit (*for an Oral Presentation and/or Recorded Negotiation Meeting or Sessions*), Contractor Due Diligence Affidavit,
- Form 1 – Price Proposal Schedule

ATTACHMENT B. INFORMATION TECHNOLOGY SECURITY MATRIX

VERSION 112024 REV. A

H.R. 5515

In accordance with US House of Representatives H.R. 5515 “National Defense Authorization Act for Fiscal Year 2021” House Bill, the Solution shall not utilize products or services from the manufacturers listed therein. [DOD Releases List of People's Republic of China \(PRC\) Military Companies in Accordance With Section 1260H of the National Defense Authorization Act for Fiscal Year 2021 > U.S. Department of Defense > Releases](#)

Use of Miami-Dade County Data and Systems:

1. **Access Control:** Miami-Dade County (MDC) employees, system users, contractors or those operating on their behalf are prohibited from incorporating or using AI-enabled services in such a way that Miami-Dade County data is uploaded or made available for data mining or usage. Uploading, copying, sharing, or transmitting any sensitive Miami-Dade created or managed data via methods or software not explicitly allowed are prohibited. This includes any PCI, PII, HIPAA, CJIS or other data that is created or managed by or on behalf of Miami-Dade County. Access controls are to be guided by the Miami-Dade County Enterprise Security Policy. The MDC Enterprise Security Policy is available to responsive bidders or upon request approved by the MDC Enterprise Security Office.
2. **Data Protection:** All data processed by Cloud-based or AI-enabled technologies must be protected from unauthorized access, theft, and misuse. Data must be encrypted in transit and at rest, and access controls should be in place to ensure that only authorized users can access the data. Data should be stored securely, and backups must be kept in a secure location. Usage of said data by the Cloud or AI provider must be communicated and agreed to, with consideration to transparency and with human oversight of use and potential abuse or misuse.
3. **Monitoring:** Any Cloud-based or AI-enabled technologies must be monitored for unusual activity or unauthorized access. Logs and alerts should be reviewed regularly, and security analytics should be used to identify potential threats or hallucinations.
4. **Vulnerability Management:** Any Cloud-based or AI-enabled technologies must be regularly assessed for vulnerabilities and weaknesses. Regular vulnerability scans and penetration testing must be conducted, and security assessments must be performed to identify areas of improvement.
5. **Incident Response:** Abuse or misuse to the extent that it endangers the security or privacy of Miami-Dade County citizens, users, data, personnel, or facilities must be reported according to the Miami-Dade County Enterprise Security Office Incident Response Plan.
6. **Training and Awareness:** All employees must receive training on the secure use of any Cloud-based or AI-enabled technologies. This should include best practices for data protection, access controls, and incident response.
7. **Compliance:** Any Cloud-based or AI-enabled technologies must be compliant with relevant laws and regulations, such as GDPR, HIPAA, and CCPA as well as compliant with Miami-Dade County Security Policy and the overall policies and procedures of Miami-Dade County. Regular audits should be conducted to ensure compliance.
8. **Risk Management:** A risk management program should be in place to identify and mitigate risks associated with the use of any Cloud-based or AI-enabled technologies. Risks should be regularly assessed, and appropriate controls should be put in place to mitigate those risks.
9. **Coordinated Vulnerability Disclosure:** Miami-Dade County follows a vulnerability disclosure model in which a vulnerability or an issue is disclosed to the public only after the responsible parties have been allowed sufficient time to patch or remedy the vulnerability or issue.

Instructions

- **Purpose:** This security matrix is designed to assess the security controls implemented by external vendors and contractors.
 - **Instructions:** This form should be completed by someone who is familiar with the proposed system and can answer technical security questions such as a Product Manager, CISO, CTO, CIO. Please save the completed file to include the name of the product and return the completed matrix in a **machine-readable format (e.g., Word or PDF)**.
 - For each functionality listed below, please select the code that best corresponds to your response and enter it in the **'Meet (Y/C/M/N)' column**. Provide detailed explanations or comments in the 'Detailed Explanation' column to clarify how the functionality is addressed. Provide diagrams and additional documentation when you return the completed security matrix.
 - **Response Codes:**
 - **Y – Fully met without configuration or modification.**
 - **C – Met via configuration (without changing base source code).**
 - **M – Met via modification of the base source code.**
 - **N – Not met. If an alternative compensating control is being proposed, please provide a detailed explanation. A blank or "N/A" response will be interpreted as "N".**
-

Vendor Information

- **Vendor Name:**
- **Contact Person:**
- **Title:**
- **Email:**
- **Phone Number:**

Security Matrix

A. Data Classification and Protection

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
1	Type of Data Processed: Indicate all types of data your solution processes. Remove any that do not apply: - PII (Personally Identifiable Information) - PCI (Payment Card Industry) - PHI (Protected Health Information) - Critical Infrastructure - SCADA / ICS / OT - HR (Human Resources) - CJIS (Criminal Justice Information Services) - HIPAA - Financial Records - Other (please specify)			NIST CSF ID.AM-5; ISO 27001 A.8
2	Compliance and Risk Assessments: Has a SOC 2 Type II or other risk assessment been performed within the last 12 months? Please provide the most recent report.			NIST CSF ID.GV-1; SOC 2, ISO 27001

B. Risk Assessments and Compliance

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
3	Compliance Certifications: Does the solution comply with any of the following standards? Please check all that apply and provide supporting documentation. - ISO/IEC 27001 - PCI DSS v4.0.1 - HIPAA - StateRAMP / FedRAMP - Other (please specify)			NIST CSF ID.GV-2; ISO 27001; StateRAMP; FedRAMP, PCI 4.0.1

C. Identity and Access Management

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
4	Unique User Identification: The solution uniquely identifies each user.			NIST CSF PR.AC-1; CIS Control 6.2
5	Integration with Directory Services: The solution integrates with Microsoft Active Directory or Azure Active Directory (EntraID) for user authentication of internal users using protocols such as SAML, OAuth 2.0, or OpenID Connect.			NIST CSF PR.AC-1; CIS Control 6.1
6	Principle of Least Privilege (Operating Systems): The solution can be installed and maintained in accordance with the principle of least privilege for operating systems.			NIST CSF PR.AC-6; CIS Control 4
7	Principle of Least Privilege (Database Systems): The solution can be installed and maintained in accordance with the principle of least privilege for database systems.			NIST CSF PR.AC-6; CIS Control 4
8	Unique Process Identification: The solution uniquely identifies each process (system, service, Managed Service Accounts).			NIST CSF PR.AC-4; CIS Control 4
9	Scheduled Password Rotation: The solution supports scheduled password rotation of process accounts.			NIST CSF PR.AC-5; CIS Control 6.1
10	Disable or Rename Default Accounts: Default system accounts can be			NIST CSF PR.AC-1;

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	disabled or renamed (e.g., administrator/admin, guest).			CIS Control 5
11	Inactive Account Management: Accounts are automatically disabled after a configurable period of inactivity (e.g., 90 days).			NIST CSF PR.AC-4; CIS Control 16.11
12	Password Authentication: The solution utilizes account passwords for authentication and supports passphrase best practices.			NIST CSF PR.AC-1; CIS Control 6
13	Password Complexity Requirements: User password complexity is configurable to allow for a minimum of 14 characters comprised of upper and lower-case letters, numbers, and special characters. System Accounts require complex passwords with a minimum of 25 characters and must be changed every 180 days. Use of Group Managed Service Accounts (gMSA) is strongly recommended.			NIST CSF PR.AC-1; CIS Control 6.3
14	Password Suppression: Passwords are suppressed (not echoed back) when entered by users.			NIST CSF PR.AC-1; CIS Control 6.5
15	Multi-Factor Authentication (MFA): The solution supports MFA for user authentication. Phishing Resistant Authentication is strongly recommended.			NIST CSF PR.AC-7; CIS Control 6.8
16	Encryption of Credentials in Transit: User login credentials are encrypted			NIST CSF PR.DS-2;

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	during transmission with a minimum of AES 256-bit encryption.			CIS Control 3.1
17	Password History and Reuse: The solution supports password history functionality to prevent reuse of a configurable number of prior passwords (minimum of 10).			NIST CSF PR.AC-1; CIS Control 6.4
18	Administrative Password Aging: The solution supports administrative password aging of 30 days.			NIST CSF PR.AC-1; CIS Control 6.3
19	Password Reset Capability: Administrative accounts have the capability of resetting passwords.			NIST CSF PR.AC-1; CIS Control 6
20	Self-Service Password Reset with Challenge Questions: The solution provides user self-service password reset functionality utilizing challenge-response authentication.			NIST CSF PR.AC-1; CIS Control 6.6
21	Challenge Question Security: Self-service challenge responses are comprised of at least 8 questions, with responses stored securely using AES 256-bit encryption.			NIST CSF PR.AC-1; CIS Control 6.6
22	Configurable Login Attempt Limits: The solution supports limiting unsuccessful login attempts to 5 before locking out or disabling the account.			NIST CSF PR.AC-7; CIS Control 16.7
23	Concurrent Session Control: The solution supports limiting concurrent user sessions to 1 by default;			NIST CSF PR.AC-7;

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	administrators can configure the number.			CIS Control 16.9
24	Account Lockout/Disable Capability: Administrators can lock or disable accounts whenever necessary.			NIST CSF PR.AC-4; CIS Control 16.4
25	Pre-Login Banner: The solution can display a customizable pre-login warning banner stating that unauthorized access is prohibited.			NIST CSF PR.PT-2; CIS Control 16.1
26	Role-Based Access Control (RBAC): The solution supports managing users based on group membership and assigning/revoking specific privileges.			NIST CSF PR.AC-4; CIS Control 5
27	User Rights and Privileges Reporting: Tools and reports are available to enumerate user rights, group membership, access permissions, or user profiles.			NIST CSF PR.DS-6; CIS Control 4.4
28	Account Password Encryption in Storage: System Accounts, Passwords, Certificates, Keys, and other secrets are stored hashed and salted using strong cryptographic algorithms (e.g., SHA-256 with salt).			NIST CSF PR.DS-1; CIS Control 14.4

D. Audit Logging and Monitoring

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
29	Audit Logging Capability: The solution captures audit logs of successful and unsuccessful logins, records viewed, printed, added, deleted, or modified, and retains logs for at least 5 years plus current.			NIST CSF DE.AE-3; CIS Control 8
30	Audit Log Details: Logs capture date and time, user account, source IP address, event details, and success or failure of the event.			NIST CSF DE.AE-3; CIS Control 8
31	Audit Mechanism Protection: Administrators cannot disable the audit mechanism.			NIST CSF PR.PT-1; CIS Control 8.8
32	Audit Log Integrity: Audit logs are protected from unauthorized access and alteration (e.g., sent to a SIEM in addition to local storage).			NIST CSF PR.PT-1; CIS Control 8.5
33	Audit Log Tamper Prevention: Users and administrators are prevented from modifying, deleting, or adding log entries.			NIST CSF PR.PT-1; CIS Control 8.5
34	Intrusion Detection and Prevention: The solution is protected using Intrusion Detection and Prevention Systems (IDS/IPS).			NIST CSF DE.CM-1; CIS Control 9
35	Protection Against DDoS Attacks: The solution is protected against Distributed Denial of Service (DDoS) attacks.			NIST CSF PR.DS-5; CIS Control 9



Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
36	Security Event Notifications: The solution generates outbound alerts and notifications. Explain the data contained in these messages (e.g., email alerts, automated reports, SNMP v.3 traps).			NIST CSF DE.DP-5; CIS Control 8.7

E. Software and Configuration Management

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
37	Microsoft Enterprise Access Model Compliance: The solution can be installed and maintained according to the Microsoft Enterprise Access Model .			NIST CSF PR.IP-1; CIS Control 4
38	Software Version Control: The solution prevents outdated software versions from accessing the Database Management System (DBMS).			NIST CSF PR.IP-1; CIS Control 2.3
39	Patch Management: The solution is regularly patched with appropriate security patches within specified timeframes: - Critical patches: within 14 days of release - High patches: within 30 days - Medium and Low patches: within 90 days			NIST CSF PR.IP-12; CIS Control 7
40	Vulnerability Management: Regular vulnerability scans are performed (e.g., monthly) using tools like Nessus or Qualys. Reports are shared upon request.			NIST CSF PR.IP-12; CIS Control 7
41	Application Security Testing: Regular application vulnerability scans are conducted using tools like WebInspect, Veracode, or AppScan. Dynamic and Static Application scans are preferred.			NIST CSF PR.IP-12; CIS Control 18



Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
42	Change Control Processes: Application vulnerability scanning (e.g., PCI DSS, OWASP Top 10) is performed prior to production migration of changes. Medium, High, and Critical vulnerabilities are remediated before migration. Reports are shared upon request.			NIST CSF PR.IP-3; CIS Control 6.1

F. Data Encryption and Transmission

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
43	Data Encryption in Transit: Sensitive data is encrypted during transmission over the network using a minimum of TLS 1.2 with AES 256-bit encryption.			NIST CSF PR.DS-2; CIS Control 3.11
44	Data Encryption at Rest: Sensitive information is encrypted while in storage using a minimum of AES 256-bit encryption.			NIST CSF PR.DS-1; CIS Control 14
45	Encryption over External Networks: Sensitive information is encrypted for transmission over external networks using a minimum of AES 256-bit encryption.			NIST CSF PR.DS-2; CIS Control 3.11

G. Cloud Hosting and Infrastructure Security

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
46	Data Center Compliance: If cloud-hosted, the solution is hosted in an audited data center complying with ISO/IEC 27001, SOC 2 Type II, StateRAMP, or FedRAMP standards. Provide the latest audit report.			NIST CSF PR.AC-5; StateRAMP; FedRAMP
47	Employee Access Controls: Controls prohibit hosting employees or third-party personnel from accessing, viewing, or modifying customer confidential data. Describe controls used, including encryption and key storage mechanisms.			NIST CSF PR.AC-5; CIS Control 14

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
48	High Availability and Failover: The solution is highly available with active-active or active-passive failover between geographically diverse data centers.			NIST CSF PR.DS-4; CIS Control 12
49	Data Residency: System and data are physically located within the Continental United States.			NIST CSF PR.DS-5
50	Network Accessibility: System is accessible from the County's network and proxy infrastructure.			NIST CSF PR.AC-3
51	Session Encryption: All sessions are encrypted from initiation to termination using validated encryption ciphers (TLS 1.2 or higher).			NIST CSF PR.DS-2; CIS Control 3.11
52	Regular Vulnerability Scanning: Monthly vulnerability scans are performed using tools like Nessus, Tenable, or Qualys. Reports will be shared with the County if requested.			NIST CSF PR.IP-12; CIS Control 7
53	API Security: APIs use API key security (X-API-Key) or demonstrate alternate security controls.			NIST CSF PR.AC-1; CIS Control 14.8

H. Software Integrity and Secure Development

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
54	Prevent Changes to Records: Users, developers, DBAs, or administrators cannot alter posted,			NIST CSF PR.IP-4; CIS Control 5



Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
	completed, or closed transaction records.			
55	Rollback Processes: Rollback processes are incorporated into the database for all critical transactions.			NIST CSF PR.IP-4; CIS Control 10.5
56	Outdated Software Access Prevention: The solution prevents outdated software versions from accessing the DBMS.			NIST CSF PR.IP-1; CIS Control 2.3

I. Artificial Intelligence (AI) and Machine Learning (ML) Controls

- Note:** This section addresses security controls specific to systems utilizing Artificial Intelligence (AI) and Machine Learning (ML). These controls ensure the trustworthy, secure, and ethical use of AI/ML technologies. Please refer to NIST.AI.600-1.pdf for detailed guidance.

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
57	AI Governance and Oversight: The organization has established governance structures and policies for AI/ML system development and deployment, including defined roles and responsibilities.			NIST.AI.600-1.pdf; NIST AI RMF GOV
58	AI Risk Management Framework Application: The organization applies a risk management framework specific to AI/ML systems to identify, assess, and mitigate risks throughout the AI lifecycle.			NIST.AI.600-1.pdf; NIST AI RMF MAP
59	Data Quality and Integrity for AI/ML: Data used for training and testing AI/ML models is assessed for quality, relevance, and potential biases. Processes ensure data integrity and accuracy.			NIST.AI.600-1.pdf; NIST AI RMF MEASURE
60	Model Transparency and Explainability: AI/ML models are designed to be interpretable, with mechanisms to explain model decisions to stakeholders as appropriate.			NIST.AI.600-1.pdf; NIST AI RMF MANAGE
61	Security of AI/ML Systems: The AI/ML systems are protected against adversarial attacks (e.g., data poisoning, model inversion). Security controls safeguard AI assets and processes.			NIST.AI.600-1.pdf; NIST AI RMF SECURE

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
62	Privacy Protection in AI/ML: Measures protect personal and sensitive information used in AI/ML systems, including compliance with data protection regulations and techniques like differential privacy.			NIST.AI.600-1.pdf; NIST AI RMF PROTECT
63	Fairness and Bias Mitigation: The organization identifies and mitigates biases in AI/ML models to promote fairness and prevent discrimination against any group.			NIST.AI.600-1.pdf; NIST AI RMF MEASURE
64	Monitoring and Maintenance of AI/ML Systems: Continuous monitoring detects performance degradation, biases, or security incidents in AI/ML systems, with processes for model updates.			NIST.AI.600-1.pdf; NIST AI RMF MANAGE
65	Ethical Considerations and Compliance: The organization adheres to ethical guidelines and legal requirements related to AI/ML, including transparency and accountability.			NIST.AI.600-1.pdf; NIST AI RMF GOV
66	Third-Party AI Components Management: If using third-party AI/ML components or services, the organization ensures they meet the same security and ethical standards, including due diligence.			NIST.AI.600-1.pdf; NIST AI RMF GOV
67	Incident Response for AI/ML Systems: The organization has incident response plans that include scenarios specific to AI/ML systems, such as model failures or adversarial attacks.			NIST.AI.600-1.pdf; NIST AI RMF RESPOND



Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
68	Documentation and Reporting of AI/ML Models: Comprehensive documentation of AI/ML models, including design decisions, training data, and testing results, is maintained and available for review.			NIST.AI.600-1.pdf; NIST AI RMF GOV

J. Software Bill of Materials (SBOM)

- **AGPL POLICY WARNING:** Code licensed under the GNU Affero General Public License (AGPL) **MUST NOT** be used at Miami-Dade County.

Functionality Number	Functionality	Meet (Y/C/M/N)	Detailed Explanation	References
69	SBOM Creation and Maintenance: An SBOM must be created and maintained for all software projects, listing all third-party libraries and their associated metadata.			NIST SP 800-161; CIS Control 2.3
70	SBOM Submission Formats: SBOMs must be submitted in CycloneDX or SPDX formats. If these formats are unavailable, a fillable form template must be used to capture the required information. At a minimum, the following details must be documented for each third-party library: Software Component or Library Name, Author, Version, Last Updated Date, Website, and License.			NIST SP 800-161; CIS Control 2.3
71	Regular SBOM Updates and Reviews: The SBOM must be updated and reviewed regularly to ensure accuracy and completeness.			NIST SP 800-161; CIS Control 2.3
72	Licensing Compliance Review: A licensing compliance review must be conducted, and the results must be signed by the developer's management before any third-party library is used in production.			NIST CSF ID.SC-3; ISO 27001 A.18.1.3

General Comments

- Please provide any additional information or clarifications below:

Notes:

- **Applicability of Sections:** Ensure you complete all sections relevant to your solution, including the new Software Bill of Materials (SBOM) section.
- **AGPL Policy Compliance:** Under no circumstances should code licensed under the **GNU Affero General Public License (AGPL)** be used in solutions provided to Miami-Dade County.
- **Compensating Controls:** For any "N" responses, please provide detailed explanations of compensating controls or alternative solutions in the 'Detailed Explanation' column.
- **Evidence and Documentation:** Please provide supporting documents where applicable, such as SBOM files, policy documents, certificates, audit reports, or AI/ML governance frameworks.
- **Priority Levels:** Some functionalities may be marked as High Priority. These are critical requirements that must be met for compliance.
- **Data Protection Regulations:** Ensure compliance with relevant data protection laws such as GDPR, CCPA, or other applicable regulations.
- **Ethical AI Practices:** Adherence to ethical guidelines in AI development and deployment is crucial for maintaining trust and compliance.
- **SBOM Importance:** Maintaining an accurate and up-to-date SBOM is essential for supply chain security and vulnerability management.

Glossary of Terms and Acronyms

- **2FA:** Two-Factor Authentication
- **ADFS:** Active Directory Federation Services
- **AES:** Advanced Encryption Standard
- **AGPL:** GNU Affero General Public License
- **AI:** Artificial Intelligence
- **AI RMF:** Artificial Intelligence Risk Management Framework
- **API:** Application Programming Interface
- **CJIS:** Criminal Justice Information Services
- **CIS Controls:** Center for Internet Security Controls
- **CISO:** Chief Information Security Officer
- **CycloneDX:** A software bill of materials (SBOM) standard designed for use in application security contexts and supply chain component analysis
- **DDoS:** Distributed Denial of Service
- **DBA:** Database Administrator
- **DBMS:** Database Management System
- **EDR:** Endpoint Detection and Response
- **EOL:** End of Life
- **FedRAMP:** Federal Risk and Authorization Management Program
- **FIDO2:** Fast Identity Online 2, an authentication standard that enables phishing-resistant authentication methods
- **FIM:** Federated Identity Management
- **gMSA:** Group Managed Service Accounts
- **Group Managed Service Accounts (gMSA):** A feature in Microsoft Windows Server that provides automatic password management and simplified Service Principal Name (SPN) management for service accounts running on multiple servers. gMSAs allow services to share a common identity across multiple servers or instances, enhancing security and ease of management.
- **HIPAA:** Health Insurance Portability and Accountability Act
- **HR:** Human Resources
- **IDS/IPS:** Intrusion Detection System/Intrusion Prevention System
- **ISO/IEC 27001:** International Organization for Standardization/International Electrotechnical Commission 27001
- **MFA:** Multi-Factor Authentication
- **ML:** Machine Learning
- **NIST:** National Institute of Standards and Technology
- **NIST CSF:** NIST Cybersecurity Framework
- **OWASP:** Open Web Application Security Project
- **PCI DSS:** Payment Card Industry Data Security Standard.
- **PHI:** Protected Health Information
- **PII:** Personally Identifiable Information
- **Phishing Resistant Authentication:** Authentication methods designed to prevent phishing attacks by eliminating reliance on shared secrets (like passwords) that can be stolen or intercepted. This typically

involves using cryptographic authentication techniques, such as hardware security keys compliant with FIDO2/WebAuthn standards, certificate-based authentication, or biometric factors.

- **RBAC:** Role-Based Access Control
- **RDBMS:** Relational Database Management System
- **SAML:** Security Assertion Markup Language
- **SBOM:** Software Bill of Materials
- **SIEM:** Security Information and Event Management
- **SHA:** Secure Hash Algorithm SHA-256 or better is required.
- **SNMP:** Simple Network Management Protocol. SNMP v.3 or better is required.
- **SOC 2:** System and Organization Controls 2
- **SOX:** Sarbanes-Oxley Act
- **SPDX:** Software Package Data Exchange, an open standard for communicating software bill of material information
- **SSAE 16:** Statement on Standards for Attestation Engagements No. 16
- **SSO:** Single Sign-On
- **StateRAMP:** State Risk and Authorization Management Program
- **TLS:** Transport Layer Security

References

- **NIST SP 800-161:** *Supply Chain Risk Management Practices for Federal Information Systems and Organizations*
 - Provides guidance on identifying, assessing, and mitigating risks throughout the supply chain at all levels of the organization.
 - [Link to NIST SP 800-161](#)
 - **CIS Controls v8:** Center for Internet Security Critical Security Controls Version 8
 - Control 2.3: Addressing software inventory and control.
 - **ISO/IEC 27001 A.18.1.3:** Protection of records
 - Ensures records are protected from loss, destruction, falsification, and unauthorized access or release.
 - **NIST.AI.600-1.pdf:** NIST Artificial Intelligence Risk Management Framework (AI RMF 1.0)
 - Provides guidelines for managing risks associated with AI systems to promote trustworthy and responsible AI.
 - [Link to NIST AI RMF 1.0](#)
-

Submission Guidelines

- **Deadline for Submission:** [Insert Deadline]
 - **Preferred Format:** Please return the completed matrix in a **machine-readable format (e.g., Word or PDF)**.
 - **Contact for Queries:** [Insert Contact Name and Email]
 - **Confidentiality Assurance:** Your responses will be treated confidentially and used solely for the purpose of assessing the security controls for the proposed system.
-

Vendor Declaration

- I hereby attest that the information provided in this security matrix is accurate and complete to the best of my knowledge.
 - **Authorized Signature:**
 - **Name:**
 - **Title:**
 - **Date:**
-

HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and _____, Business Associate ("Associate").

RECITALS

- A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").
- B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, PHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. **"Business Associate"** shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. **"Covered Entity"** shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. **"Protected Health Information" or "PHI"** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 1103. [45 CFR Parts 160, 162 and 164]

d. **"Electronic Protected Health Information" or "ePHI"** means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. **"Electronic Media"** shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. **"Security incident"** shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. **Obligations of Associate.**

- a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]
- b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]
- c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).
- d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]
- e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.
- f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]
- g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]
- h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]
- i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. **Audits, Inspection and Enforcement.** From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. **Termination.**

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.
6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.
7. **Amendment.**
- a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.
- b. **Amendment of Appendix C.** In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement."
8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.
9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.
10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.
11. **Jurisdiction.** Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

**WASD Integrated Payment Processing Solution
Contract No. EVN00026422**

THIS AGREEMENT for the provision of WASD Integrated Payment Processing Solution services, 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 Integrated Payment Processing Solution 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. EVN00026422 and all associated addenda and attachments, and the requirements of this Agreement; and

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

WHEREAS, the County desires to procure from the Contractor such Integrated Payment Processing Solution 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" or "Agreement" 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 Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors.
- e) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- f) The word "Days" to mean calendar days.
- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- h) 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.
- i) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.

- j) 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. The Joint Venture must be a legally formed entity prior to Proposal submission.
- k) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- l) The words Payment Card Industry Data Security Standard (PCI DSS) to mean a set of security standards designed to ensure that ALL companies/business entities/government agencies that accept, process, store or transmit credit card information maintain a secure environment.
- m) The words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- n) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- o) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- p) The words "Service" or "Services" to mean the provision of Integrated Payment Processing Solution services in accordance with the Scope of Services.
- q) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- r) The 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 XX, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN00026422 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.
- 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 identified on the first page of this Agreement, and shall continue through the last day of the sixtieth month, thereafter. The County, at its sole discretion, may renew this Contract for additional five-year term. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) To the County

a) to the Project Manager:

Miami-Dade County
Department
Attention:
Address:

Commented [NV1]: WASD please complete this section

Miami-Dade County, FL

Contract No. EVN00026422

Phone:
E-mail:

and

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidadegov

(2) To the Contractor

Contractor Name
Attention:
Address:
Phone:
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, 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 Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

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

ARTICLE 8. PRICING

Prices shall 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:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Enter Department using the services

Attention:

Commented [NV2]: WASD please complete this section

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, defend 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 Strategic Procurement Department, 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.

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2. Commercial General Liability Insurance in an amount not less than \$ per occurrence, and \$ 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 \$ combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$ per occurrence, \$ in the aggregate.

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

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

OR

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

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

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

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

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

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

ARTICLE 11. MANNER OF PERFORMANCE

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

- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

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

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 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 Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in 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
 - 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. 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.

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. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Supplier/Vendor Registration
- The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
- Identification of individual account records
 - Payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - Provision of unique identifier in the vendor database used for searching and sorting departmental records
- The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.
- b) Conflict of Interest and Code of Ethics
- Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 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 of 1955, as amended, (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, as amended (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 Ordinance".
- 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) 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).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) 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".

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 "j" through "o" 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 unlawfully against any employee or applicant for employment on the basis 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) - Not Applicable**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. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

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. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 45. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 46. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS

The Contractor shall adhere to Payment Card Industry (PCI) Data Security requirements. Contractor is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Contractor shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

ARTICLE 47. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE

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

- a. The Contractor confirms its knowledge of and commitment to comply by providing the following proof that the Contractor's devices/applications/processes meet current, published, PCI compliance requirements:
 1. The Contractor's current annual PCI Compliance certification, if applicable. The County has right to audit Contractor compliance by requesting copies of the Contractor's PCI compliance certifications at any time.
 2. During an installation or a major system upgrade, the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across MDC/s systems and networks, the internet, and the processor network.
- b. Provide Security Matrix for new systems (**Attachment B- Information Technology Security Matrix**). The Contractor shall resubmit the aforementioned passing, updated, completed, and signed PCI compliance documents annually to the County. Furthermore, the Contractor shall update its solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c. Contractor with third-party payment solutions shall provide the following upon County Department request in accordance with PCI requirement 12.9.2:
 1. PCI DSS compliance status information for any service the third-party Contractor performs on behalf of the department (PCI Req# 12.8.4).
 2. Documentation indicating which PCI DSS requirements are the responsibility of the Contractor, and which are the responsibility of the County Department, including any shared responsibilities (PCI Req# 12.8.5).
- d. Sensitive Authentication data and Primary Account number shall not be stored by the Contractor's application at any point, even if masked. Any other Card holder data should not be stored by the Contractor's application unless it is absolutely needed for County's operations.
- e. POS (Point of Sale) must be routed directly to Miami-Dade County's merchant provider and must be Europay, Mastercard and Visa (EMV) compliant. All POS devices must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, Apple Pay, or Samsung Wallet.

- f. For payment processing applications, proof of validation must be countersigned by the PCI Council. Documentation to be submitted is as follows:
1. AOC for the application - Attestation of Compliance
 2. Most current AOV – Attestation of Validation (when applicable)
- g. Cashiering Application systems that utilize MDC network for payment processing must be a validated PCI Point-to-Point Encryption (P2PE) solution and transactions routed through our approved County merchant processor. The County's approved P2PE solution is Elavon's PCI Safe T P2PE Link Protect services. Confirmation of validated P2PE solution shall be provided as found on the PCI Council's P2PE Solutions website.
- https://listings.pcisecuritystandards.org/assessors_and_solutions/point_to_point_encryption_solutions?agree=true
- Prior to production going live, the P2PE Instruction Manual shall be provided as found on PCI website.
- https://www.pcisecuritystandards.org/documents/P2PE_v3.0_PIM_Template.docx?agreement=true&time=1645920000555.
- h. Internet transactions and all other applications must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card).
- i. Exceptions to any of these requirements shall require written justification by the Department Director **prior to** purchase of software/hardware, including a cost/benefit analysis, and require written approval by both the Miami Dade County Finance Director.
- j. Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting / processing PIN numbers for security reasons. Miami-Dade County provides two basic services that allow the Contractor's application to interact with its Payment Gateways:
1. Web-based Credit Card Transaction Service
 2. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service WSDL and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are three different ways that a merchant customer can handle the Credit Card transaction processing:

a. Option #1:

The Contractor's application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund, and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the Contractor's application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from the Contractor, it will offer the greatest flexibility and customization level. This option also requires for the Contractor's application to be hosted on a server inside the County's managed network, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside of the County's Managed network, Miami-Dade County can develop a Payment Module Application (option #2) that will service the Contractor's application.

b. Option #2:

The Contractor's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the Contractor's application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the Contractor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the Contractor's side. The Contractor will agree on custom fields to be passed

to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; SSL protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the Contractor's application. This solution will not require the Contractor's application to be hosted in the County's managed network. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the Contractor's side.

c. Option #3:

If the Contractor's solution cannot interface directly with Miami-Dade County's Payment Gateway, provided the solution is compliant with the current version of the PCI Data Security Standards (PCI DSS 4.0.1 or later), the Contractor must provide independent validation of its compliance, including but not limited to attestation of compliance, vulnerability assessments, and penetration testing results from a qualified security assessor (QSA) for review and approval. This evidence must demonstrate that the Contractor's solution meets all relevant PCI DSS requirements for secure cardholder data environments (CDEs) and maintains appropriate security controls and monitoring mechanisms.

For approval, the Contractor must submit a detailed technical architecture, including data flow diagrams showing all interactions with Miami-Dade County systems and a comprehensive description of the security measures in place to protect cardholder data by the Contractor and any sub-contractors included in the process. This documentation will be reviewed by the Miami-Dade County PCI Committee, which must approve the solution before submitting for County Senior Management's final authorization along with a memorandum and cost benefit analysis from the County Department requesting this solution.

This option requires the Contractor to ensure the secure transmission and storage of cardholder data in accordance with PCI DSS requirements and is an alternative for solutions that must operate independently of the County's managed network. As part of the approval process, the Contractor (and sub-contractors) must agree to periodic compliance audits and to provide ongoing assurance of PCI DSS adherence.

ARTICLE 48. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- (a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- (b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,
- (c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Public Law 115-232](#), as that list may be amended from time.

Contractor's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

ARTICLE 49. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the

Miami-Dade County, FL

Contract No. EVN00026422

Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 50. ELIMINATING THE DISTRIBUTION OF SINGLE-USE PLASTICS AND POLYSTYRENE ITEMS TO CONSUMERS ON COUNTY PROPERTY

By entering into this contract, the Contractor is precluded from distributing single-use plastics and polystyrene items to consumers in such forms including, but not limited to, straws, containers, utensils, beverage bottles, stirrers, and bags, in accordance with County Resolution No. [R-1030-24](#). Prepackaged foods such as ready-to-eat meals and snack packs are excepted from this preclusion.

ARTICLE 51. 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.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Corporate Secretary/Notary Public

By: _____
for
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller
By: _____
(Deputy Clerk Signature)
Print Name: _____

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES
TO BE NEGOTIATED

Miami-Dade County, FL

Contract No. EVN00026422

APPENDIX B – PRICE SCHEDULE

TO BE NEGOTIATED