

<input type="checkbox"/> <u>New</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>Sole Source</u>	<input checked="" type="checkbox"/> <u>Bid Waiver</u>	<input type="checkbox"/> <u>Emergency</u>	Previous Contract/Project No.
<u>Contract</u>					N/A
<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other – Access of Other Entity Contract</u>				LIVING WAGE APPLIES: <input type="checkbox"/> YES <input type="checkbox"/> NO
Requisition No./Project No.: RQET2000024					TERM OF CONTRACT 3 YEAR(S) WITH 1 YEAR(S) OTR

<b>Requisition /Project Title:</b>	iNovah ERM for Code Enforcement and EMV Simplify Upgrade
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<b>Description:</b>	The iNovah software will be used for code enforcement payments and to accept emv payments.
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Issuing Department:	Internal Service	Contact Person:	Brandon Nealey	Phone:	305-375-4884
Estimate Cost:	\$466,102		GENERAL	FEDERAL	OTHER
		Funding Source:			X

<b><u>Commodity Codes:</u></b>	946-70	946-35	204-90		
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.					
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>		
<b>Contractor:</b>					
<b>Small Business Enterprise:</b>					
<b>Contract Value:</b>					
<b>Comments:</b>					
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO					

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

iNovah ERM Code Enforcement and EMV Simplify Upgrade  
Contract No.

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between N. Harris Computer Corporation , a corporation organized and existing under the laws of Canada, having its principal office at 400-1 Antares Drive, Ottawa, Ontario, Canada K2E 8C4 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Licenses, Software, Hardware, Professional Services, Maintenance and Support Services for iNovah ERM for Code Enforcement and EMV Simplify Upgrade, on a non-exclusive basis, that shall conform to the Scope of Services (Exhibit A); and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such Licenses, Software, Hardware, Professional Services, Maintenance and Support Services for the iNovah ERM for Code Enforcement and EMV Simplify Upgrade 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:

- 1.1 The words "Change Order" to mean any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement.
- 1.2 The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Exhibit A), all other appendices and attachments hereto.
- 1,3 The words "Contract Date" to mean the date on which this Agreement is effective.
- 1.4 The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- 1.5 The word "Contractor" to mean System Innovators and its permitted successors.

- 1.6 The word "Days" to mean Calendar Days.
- 1.7 The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- 1.8 The words "Designated Computer System" to mean one (1) production environment, up to three (3) test environments (non-production), and up to one (1) of each of the following additional non-production environments: disaster recovery, disaster testing, archival, and backup (each of which may only be accessed for the related purposes and for only so long as the related purpose requires) owned or controlled by the County.
- 1.9 The word "Documentation" to mean all manuals, user documentation, operating instructions, technical materials and other textual or graphic materials related to the Software which is furnished to the County by the Contractor in connection with the Software.
- 1.10 The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- 1.11 The word "Equipment" to mean the hardware and other property identified in Exhibit A being provided to the County pursuant to this Agreement, including any embedded software and firmware incorporated therein or customarily provided by the Contractor to users of the Equipment.
- 1.12 The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- 1.13 The words "Final Acceptance" to mean to mean the County's written approval, upon successful completion of the reliability period, stating that all components of the Scope of Services have been performed and the Solution is fully operable and in conformance with the Scope of Services.
- 1.14 The words "Go-Live" to mean to begin operating or to become available for use.
- 1.15 The words "Licensed Software" to mean the licensed computer programs in machine readable object code form that are combined in the browser-based software, including all modifications and any subsequent error corrections or updates supplied to the County by the Contractor in connection with the Software.
- 1.16 The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- 1.17 The words "Scope of Services" to mean the document appended hereto as Exhibit A, which details the work to be performed by the Contractor.
- 1.18 The word "Software" to mean shall mean the Harris software products listed in Schedule "A". The term "Software" excludes any third party software except where this Agreement explicitly states otherwise.

- 1.19 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.
- 1.20 The term "Support and Maintenance Services" to mean the maintenance and support required to maintain optimal performance of the System as described in the Documentation and Exhibit B, as well as the support and maintenance services required for the County to achieve and maintain optimal performance of the System.
- 1.21 The word "System" to mean the Software, Equipment and other property identified in Exhibit A and being provided to the County pursuant to this Agreement.
- 1.22 The words "Third Party Software" to mean the third party software product, if any, listed in Schedule "A".
- 1.23 The word "Update" to mean a minor release of the Software which includes minor published modifications or enhancements to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).
- 1.24 The word "Upgrade" to mean a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).
- 1.25 The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Exhibit A), 3) the Support and Maintenance (Exhibit B), and 4) the Price and Payment Schedule (Exhibit C).

## **ARTICLE 3. RULES OF INTERPRETATION**

- 3.1 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.
- 3.2 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.
- 3.3 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- 3.4 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**

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

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date shown on the first page and shall continue through the last day of the 36<sup>th</sup> month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for one (1) five (5) year term. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

**ARTICLE 6. GRANTS OF RIGHTS**

- 6.1 The Contractor hereby grants to the County a personal, non-exclusive, non-transferable and limited right and license to:

- a) use the Documentation and the Software in object code format on the Designated Computer System at the Site solely for the Annual Receipt Volume solely for the purposes set out in section 6.2.
  - b) copy: (A) the Software for use at the Site on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Organization's facility incorporating the Designated Computer System; and (B) the Documentation, provided that Organization must reproduce any copyright or other notice marked on any part of the Software and Documentation on all authorized copies and must not alter or remove any such copyright or other notice. To the extent that any temporary files associated with the Software are created on any computer terminal used by Users to access the Designated Computer System, those temporary files are permitted but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris.
- 6.2 The County may: (i) use the Software solely for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the County deems necessary, and (ii) modify the Documentation solely for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the County shall be considered authorized use under this section so long as such independent contractors are bound by obligations of confidentiality at least as protective of Contractor Confidential Information, and terms and conditions at least as protective of Contractor rights in and to the Software, as the terms and conditions of this Agreement. The County shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.
- 6.3 The license rights granted in this Article 6 do not include the right to use any Third Party Software.

## **ARTICLE 7. SUPPORT AND MAINTENANCE SERVICES**

Contractor shall provide the County with support and maintenance services for the products licensed by the County as described in Exhibit A, Scope of Work and for which the County has paid the required fees.

## **ARTICLE 8. DELIVERY, TESTING AND ACCEPTANCE**

- 8.1 Software. Unless otherwise stated in Exhibit A, Contractor shall, within seven (7) days after the Effective Date, make the Software available to the County and deliver to the County a master copy of the software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by the County.
- 8.2 Documentation. Contractor shall deliver copies of the Documentation to the County concurrently with delivery of the applicable Equipment and Software, and thereafter shall promptly provide updated Documentation as it becomes available during the term of this Agreement. Contractor represents and warrants that the documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the

applicable portions of the System efficiently and in accordance with Exhibit A. The County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

- 8.3 Final Acceptance and Testing. Within thirty (30) days following completion of the installation and integration of the system, the County shall test the System to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; (iii) if applicable, meets the acceptance criteria stated in the Scope of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria". In the event of a conflict between the Documentation and the acceptance criteria stated in the scope of Work, the Scope of Work shall prevail. Final payment shall not be made to the Contractor prior to the written confirmation by the County Project Manager or his designee that the system has successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance".
- a) The testing period shall commence on the first business day after the Contractor informs the County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to thirty (30) days.
  - b) During the testing period, the County may notify the Contractor in writing of any error or defect in the System so the Contractor may make any needed modification or repairs. If the Contractor so elects in writing, testing will cease until the Contractor resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of the first submission of testing.
  - c) The County shall notify the Contractor in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If the County rejects the System, or any part thereof, the County shall provide notice identifying the criteria for final Acceptance that the System failed to meet. Following such notice, the Contractor shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to the County's notice. If the Contractor modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section a.
  - d) In the event Contract fails to remedy reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after the County's initial notice of rejection, the County may elect, in writing, to either accept the System as it then exists or to reject the System and terminate the Agreement, all sums paid by the County under this Agreement or shall be reimbursed to the County by the Contractor within fifteen (15) days after such election is made. If the County elects to accept the System as it then exist (partial acceptance), the Contractor shall continue to use its best effort to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, the Contractor fails to remedy the issues(s) identified by the County within a reasonable time as determined by the County, then the County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the system as mutually determined by the Parties. If the Parties cannot agree upon such value, the County shall have the right to reject the System and terminate the Agreement on the terms stated above this paragraph.

**ARTICLE 9. NOTICE REQUIREMENTS**

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

**(1) to the County****a) to the Project Manager:**

Miami-Dade County  
Attention:  
Phone:  
E-mail:

and,

**b) to the Contract Manager:**

Miami-Dade County  
Internal Services Department, Strategic Procurement Division  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974  
Attention: Chief Procurement Officer  
Phone: (305) 375-4900  
E-mail: [uppaln@miamidade.gov](mailto:uppaln@miamidade.gov)

**(2) To the Contractor**

System Innovators  
9000 Southside Blvd Bldg.  
Bldg 700, Suite 7000  
Jacksonville, FL 32256

Attention: Matt Winter  
Phone: 904-281-9090 x72624  
E-mail: [mwinter@systeminnovators.com](mailto:mwinter@systeminnovators.com)

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

**ARTICLE 10. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

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



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

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

#### **ARTICLE 11. PRICING**

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

#### **ARTICLE 12. FUNCTIONALLY EQUIVALENT SOFTWARE**

For as long as the County remains current on Maintenance and Support Services, the Contractor is obligated to provide maintenance and support pursuant to the contract. In the event that Contractor should wish to discontinue maintenance and support of the then current version of the software as set-forth in Exhibit A, "Scope of Services" or any amendment thereto, and as long as the County is current on Maintenance and Support Services, Contractor shall be required to provide to the County, free of charge, and with reasonable time to allow for uninterrupted use by the County, a new version of the software, if one is generally made available to all Contractor customers of the software current on Maintenance and Support Services, which shall replace the previous version and perform the functions described in Exhibit A, "Scope of Services" or any amendment thereto, and to support and maintain such new version of the software for the balance of the term of this Agreement without additional costs to the County, other than the payment of applicable Maintenance and Support Services fees.

In the case that Contractor is providing Maintenance and Support Services of the then current version of the software being used by the County, Contractor shall only provide any new version of the software if the County is current on Maintenance and Support and there are no outstanding account receivables and the new software is generally made available to all Contractor's customers current on Support. Any Software that includes additional functionality or modules that the County wishes to use may require additional fees which fees shall be mutually agreed upon in writing by the parties herein.

#### **ARTICLE 13. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Exhibit C – Price and Payment Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings

from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

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

Miami-Dade County  
Animal Services  
3599 NW 79<sup>th</sup> Avenue  
Doral, FL 33122  
Attention: \_\_\_\_\_

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 14. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Bidder or its employees, agents, servants, partners principals or subcontractors. Bidder 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. Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to Internal Services Department, Strategic Procurement Division, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.
- E. Cyber Liability Insurance to include data breach and third-party liability, in an amount not less than \$1,000,000 per claim.

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

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

or

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

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

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

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

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

The Contractor shall assure that the Certificates of Insurance required in conjunction with this

Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 15. MANNER OF PERFORMANCE**

- 15.1 The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- 15.2 The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- 15.3 The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- 15.4 The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- 15.5 The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- 15.6 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 16. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the

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

#### **ARTICLE 17. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 18. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- 18.1 The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- 18.2 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.
- 18.3 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.
- 18.4 In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- 18.5 The County Mayor may base this decision on such assistance as may be desirable,

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

#### **ARTICLE 19. MUTUAL OBLIGATIONS**

- 19.1 This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- 19.2 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.
- 19.3 In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 20. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 21. AUDITS**

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

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor will grant access to

the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

#### **ARTICLE 22. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **ARTICLE 23. 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 24. SUBCONTRACTUAL RELATIONS**

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

Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

**ARTICLE 25. 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 26. 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 27. TERMINATION AND SUSPENSION OF WORK**

- 27.1 The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- 27.2 The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- 27.3 The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- 27.4 In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- 27.5 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

27.5 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.

27.6 All compensation pursuant to this Article are subject to audit.

## **ARTICLE 28. EVENT OF DEFAULT**

28.1 An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

- i. the Contractor has not delivered Deliverables on a timely basis;
- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
- iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
- vii. the Contractor has failed in the representation of any warranties stated herein.

28.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

- i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **ARTICLE 29. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

#### **ARTICLE 30. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

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

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

#### **ARTICLE 31. PATENT AND COPYRIGHT INDEMNIFICATION**

31.1 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.

- 31.2 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.
- 31.3 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.
- 31.4 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).
- 31.5 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 32. CONFIDENTIALITY**

- 32.1 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and

hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- 32.2 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.
- 32.3 It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 33. THIRD PARTY SOFTWARE**

- 33.1 It is acknowledged by the parties hereto that the Third Party Software provided by the Contractor to the County pursuant to this Agreement was developed and delivered to the Contractor by one or more third party software companies. As such, the Third Party Software is licensed to the County by the applicable licensor listed in Schedule "A" and subject to the terms and conditions of the applicable license agreement for such Third Party Software. Harris makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and the Contractor accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty the County has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this Agreement may expressly state otherwise.
- 33.2 Organization acknowledges that its interest in the Third Party Software shall be in the nature of a license or sublicense with one or more of the Third Party Software licensors which may: (i) require the County to enter into one or more separate end user license agreements with such Third Party Software licensors, and/or (ii) place restrictions on the County's use of the Third Party Software. The County acknowledges that all remedies available to the County in relation to the Third Party Software are provided only by the Third Party Software licensor in the end user license agreement.
- 33.3 The parties agree that although the Support and Maintenance Agreement may contain estimated prices for the annual maintenance of the Third Party Software, any maintenance of the Third Party Software shall be provided solely by the Third Party Software licensors through separate agreements between the County and such Third Party Software licensors. In no event shall the Contractor be responsible for such Third Party Software maintenance except where the Third Party Software license may expressly state otherwise.

#### **ARTICLE 34. WARRANTIES**

- 34.1 Ownership and License Rights. Contactor represents and warrants that it is the owner of all right, title, and interest in and to the hardware and other property being sold to the County under this Agreement, that it has the right to sell such hardware and other property to the County, and that such sale is free and clear of any lien or interest of any other person or entity. Contractor further represents and warrants that it has the right to grant to the County the rights and the licenses granted under this Agreement as to the Software and System. Contractor warrants that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.
- 34.2 System Warranty. For the full term of this Agreement, Contractor represents and warrants to County that the Software and System will perform substantially as described in the Documentation and in Exhibit A, Scope of Services. This warranty does not cover any failure of the Software or System resulting from (a) use of the System in other than the manner for which it was intended; (b) any modification of the Software or System by County that is not intended or authorized by the Contractor; or (c) County providing improperly formatted data to be processed through the System.
- 34.3 Equipment Warranty. Contractor represents and warrants to the County that for a period of one (1) year from the date of Final Acceptance (or such longer period for applicable equipment to the extent an extended warranty from the original manufacturer), the Equipment will perform substantially as described in the Documentation and Exhibit A, Scope of Services, will be free from defects in workmanship and material, and will have all of the qualities and features and be capable of performing all functions described in the Documentation and Scope of Work. This warranty shall not cover any failure of the equipment resulting from (a) use of the Equipment in other than the manner for which it was intended; or (b) modification of the Equipment by the County and not the authorized Contractor. In addition to the foregoing, Contractor will extend to the County the full factory or manufacturer's warranty for the Equipment (including the benefits of service plans, including without limitation support and maintenance services or extended warranty, purchased by the Contractor on the County's behalf), which shall provide for warranty coverage of at least one year. Contractor further represents and warrants that none of the Equipment includes systems and components within five (5) years of their end of manufacture.
- 34.4 Warranty Regarding Viruses and PCI Compliance. Provider further represents, warrants, and agrees that the System and any Software or firmware provided under this agreement are free from currently-known viruses or malicious software (at the time the System and any subsequent version thereof is provided to the County), and that the Contractor has and will continue, for the full term of this agreement, to use commercially reasonable security measures to ensure the integrity of such software and firmware from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the System will accept, transmit or store any credit cardholder data, Contractor represents and warrants that the System complies with the most recent of the Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard.
- 34.5 Intellectual Property Warranty. Contractor represents and warrants that at the time of entering into this Agreement, no claims have been asserted against the Contractor (whether or not any action or proceeding has been brought) that allege that any part of the System or other property provided to the County under this Agreement infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary

right of a third party, and that Contractor is unaware of any such potential claim. Contractor also agrees, represents and warrants that the System (or any portion thereof) and services to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party.

- 34.6 Quality of Performance and Materials. Contractor represents and warrants that all services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Contractor agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall meet or exceed prevailing industry and professional standards for such services. Contractor represents and warrants that all materials, Equipment, and products furnished pursuant to this Agreement shall be of good quality and free from defective or inferior workmanship; any items found not to be in conformance with the foregoing and with the Documentation or applicable specifications (if any) in Exhibit A shall be replaced by the Contractor at no additional cost to the County.
- 34.7 Remedy for Breach of Warranty. In the event of written notice from the County of a breach of warranty, Contractor shall, at no charge to the County, promptly correct the warranty breach including, when required, by (a) correcting or updating the Software, (b) correcting or replacing the affected Equipment, or (c) providing to the County other measures that correct the breach. In addition, upon notice from the County of any warranty breach or other error or defect in the System, Contractor will immediately provide to the County any known reasonable methods of operating the System in a manner that eliminates the adverse effects of the error or defect. If the Contractor is unable to correct a material breach of this Article within a reasonable period of time not to exceed ten (10) business days, the County shall be entitled to cancel the Agreement and receive a full refund of all amounts paid to the Contractor, Contractor shall arrange for the return of the Equipment at the Contractor's expense, and neither party shall have any further obligation under the Agreement except as to any provision that is expressly survives the Agreement's termination or expiration. In the event of replacement of any of the Software or Equipment, the Software or Equipment as replaced will be warranted as provided above from the date of installation. The remedies in this Section are in addition to any other rights and remedies County may have under this Agreement or applicable law.

#### **ARTICLE 35. THIRD PARTY WARRANTIES**

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractor's and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 37 "Software Warranties", and 38 "Software Warranty Period".

#### **ARTICLE 36. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

#### **ARTICLE 37. PROPRIETARY RIGHTS**

- 37.1 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.
- 37.2 All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- 37.3 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.
- 37.4 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 38. VENDOR REGISTRATION/CONFLICT OF INTEREST**

#### **a) Vendor Registration**

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

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**  
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**  
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**  
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**  
(Resolution R-919-18)
14. **Form W-9 and 147c Letter**  
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**  
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes



- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

Dade County and Title 49 of the Code of Federal Regulations.

**16. Office of the Inspector General**

(Section 2-1076 of the Code of Miami-Dade County)

**17. Small Business Enterprises**

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-

**18. Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

**b) Conflict of Interest and Code of Ethics**

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

**ARTICLE 39. INSPECTOR GENERAL REVIEWS**

**Independent Private Sector Inspector General Reviews**

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

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

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

#### **ARTICLE 40. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.

- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

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

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

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

#### **ARTICLE 41. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without

discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

#### **ARTICLE 42. CHANGE ORDERS**

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the County and the Contractor applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "C".

#### **ARTICLE 43. FORCE MAJUERE**

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the County's computer, or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

#### **ARTICLE 44. ADDITIONAL LICENSES, HARDWARE, SOFTWARE, AND SERVICES**

During the term of the contract, the County may purchase additional licenses, hardware, software, or services provided they are available. Each order must refer to this contract and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Contract will govern the purchase and sale of additional licenses, hardware, software, or services. Any modification to the Scope of Services of this Contract will require mutual written agreement between the Licensor and the County.

#### **ARTICLE 45. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of

the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

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

#### **ARTICLE 46. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

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

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

- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

#### **ARTICLE 47. BANKRUPTCY**

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

#### **ARTICLE 48. GOVERNING LAW**

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

#### **ARTICLE 49. COUNTY USER ACCESS PROGRAM (UAP)**

##### **a) User Access Fee**

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

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

##### **b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

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

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

**c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 50. FIRST SOURCE HIRING REFERRAL PROGRAM**

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

**ARTICLE 51. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

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

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

**ARTICLE 52. SURVIVAL**

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

**ARTICLE 53. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE**

The Contractor shall comply with the Payment Card Industry Payment Application Data Security Standards (PADSS) in effect and at all times throughout the term of this Agreement.

- a) The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/application/process meet PCI compliance requirements:
  - 1. Contractor's current annual PCI PA DSS Compliance certification. The County has auditing right to request copies of the PCI PA DSS compliance certification at a later time.
- b) Furthermore, the Contractor shall update their solution, when required, to remain compliant with all changes to the PA-DSS standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities of the Software within 90 days of identification.
- c) Sensitive Authentication data and Primary Payment Card Account number shall not be stored by the Contractor application at any point, even if masked. Any other card holder data should not be stored by the Contractor application unless it is absolutely required for the County's operations.
- d) New implementations of Point of Sale (POS) AND Retail transactions hardware and software must be routed directly to Miami-Dade County's merchant provider (ELAVON) and must be EMV and Point to Point Encryption (P2PE) compliant. All POS and retail transactions must be capable of accepting near field communications (NFC) payment methods such as Google Wallet, ApplePay, and Samsung Wallet.
- e) If Internet, (Web Based), payment card processing is provided by the Contractor, these transactions shall be routed through Miami-Dade County's Internal Payment Gateway (Payment Card and eCheck). Exceptions to using Miami-Dade County's Internal Payment Gateway shall require written justification by the Contractor, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.
- f) Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting / processing personal identification numbers (PIN) for security reasons. Debit card transactions must be processed as credit card transactions. The Contractor will maintain PA-DSS certification of the licensed application.
- g) The Contractor shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its configuration and use of the Software, including without limitation those related to privacy, electronic communications and anti-spam legislation. The Contractor is solely responsible for ensuring that its configuration of the Software to store or process credit card data complies with applicable



Payment Card Industry PA DSS and the Fair and Accurate Credit Transactions Act ("FACTA") requirements and shall not store social security data or other sensitive Personally Identifiable Information (PII) data in the system except in the designated encrypted fields for such data. The County is solely responsible for re-validating the configuration settings used with the Software with the vendor following the installation of any updates or upgrades prior to production use by the County of said Update or Upgrade.

- h) The County will install upgrades necessary to support PA-DSS compliance or certification with 90 days of delivery to the County by the Contractor.

#### **ARTICLE 54. SPECIAL SECURITY REQUIREMENTS FOR COUNTY FACILITIES**

- 54.1 Animal Services Department. There are no special requirements to perform work at Animal Services Department (ASD) facilities. Contractor will need to contact ASD facility manager prior to performing any work.

Facility Manager: Luis Salgado  
Miami-Dade County Animal Services  
Pet Adoption and Protection Center  
3599 NW 79 Avenue  
Doral, FL 33122  
Phone 305-418-7162  
Fax: (305) 805-1784

- 54.2 Seaport Department. Miami-Dade County Seaport Department (PortMiami) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are required to enter the restricted areas of PortMiami frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by PortMiami at the current cost of \$60 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at PortMiami restricted areas. For information concerning ID cards, you may contact the PortMiami ID Office at (305) 347-4955.

Contractor

Miami-Dade County

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

By: \_\_\_\_\_  
Name: Carlos A. Gimenez  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

---

Assistant County Attorney

**Exhibit A**  
**Scope of Services**

**Exhibit A-1 – Animal Services Department**

**Project Overview**

Contractor will provide cashiering software ("iNovah") to the County for ASD for the collection of payments. Contractor will also provide project management, consulting, configuration, development, software installation, training, and go-live support services as defined in SOW.

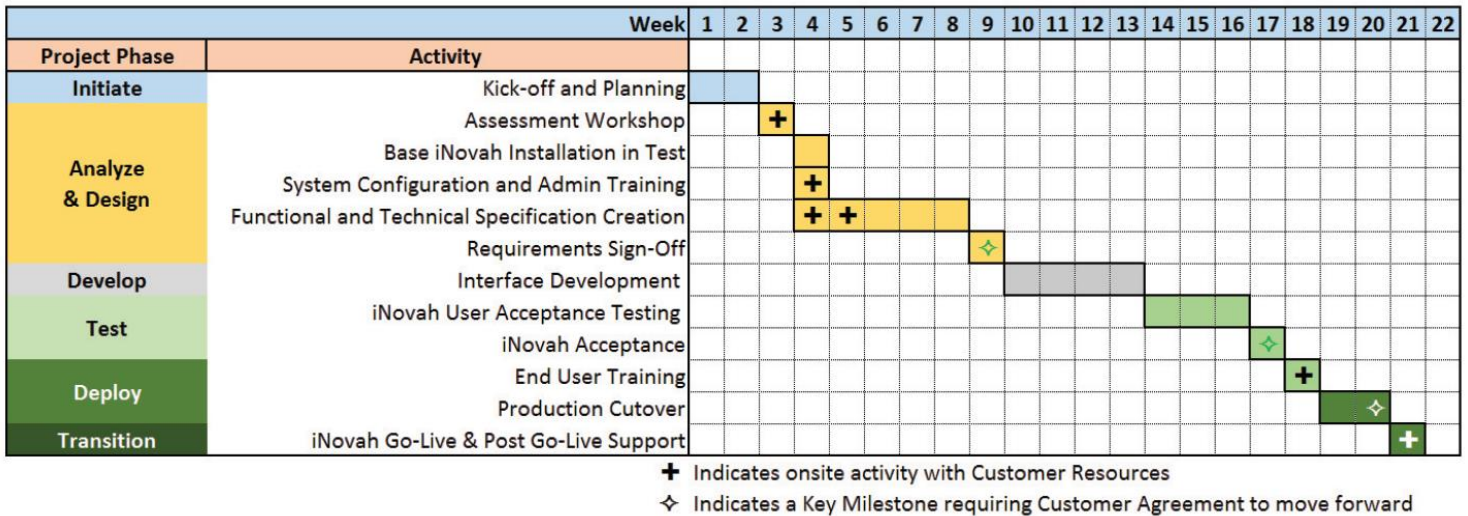
The following table represents a summary of the Software and Services "(Project Scope)" to be delivered by the Contractor as part of the SOW.

Software Module Description		Assumption
1	New iNovah Instance – latest version without modifications (250,000 receipt license)	Base Software Version
iNovah Integrations		
1	Code Enforcement System Bi-Directional Interface	Real-Time
1	Animal Services System Bi-Directional Interface	Real-Time
1	EMV Simplify Interface with Elavon Safe-T Link Application	1-20 Workstations; Contract with Elavon for Card Processing and EMV Devices

Professional Services
Consulting, Development, and Training
Onsite Assessment
Base iNovah Software Installation and Database Configuration
iNovah System Administration Training and Configuration Workshop
Development of iNovah Integrations
Unit and System Testing
End User Training (Cashier/Supervisor)
Onsite Production Turnover/Go-Live Support

### **Timeline**

Contractor will work closely with the County to manage the SOW and ensure success of the overall project. Contractor expects the planning, design, development, testing, training, and go-live phases to take approximately 90-120 days from project kickoff based on the following assumptions and the use of best practices established through similar implementations.



Sample iNovah Project Timeline

### Assumptions

The following assumptions have been made for this project:

- The following County resources will be available to work on this project:
  - Executive sponsor
  - Project Manager – minimum of 50% of time allocated to iNovah project
  - Payment processing subject matter expert
  - Host system subject matter expert
  - iNovah administrator
  - Network administrator
- A high-speed remote VPN connection to iNovah is available for testing and production support.
- The County is responsible for providing servers, workstations and third party software that meet the system requirements per Schedule "A" of the Software License Agreement.
- The County is responsible for the configuration of servers, workstations, networks and third party software.
- Contractor's staff will be provided with workspace for up to two people when performing onsite services. The workspace will be equipped with a connection and access rights to the County's network.
- Contractor's staff will have console access to iNovah servers when performing services onsite.
- The County will provide the services described in this SOW in a timely fashion to allow Contractor to meet agreed upon schedules.
- To enable an interface to iNovah, the County or County's vendor will provide an application programming interface (API) to all applicaiotns to be interfaced.
- The County is responsible for working with the County's Staff and/or the County's Vendor to provide Contractor the latest versions of technical documentation / specifications, testing, material, and resources.
- The County will provide a test and production environment for iNovah.
- No changes to the General Ledger interface – Any analysis or development required to review or modify the existing General Ledger integration used by ASD and Code Enforcement departments is out of scope.

**Contractor Deliverables**

Contractor will provide the following standard products and services:

Phase	Deliverable	Description
Initiate	Project Kick-Off	Initial meeting to introduce project team members, objectives, and next steps
Analyze and Design	iNovah Project Plan	Final iNovah Project Implementation plan
	Assessment Workshop	Meeting at County facilities to identify business requirements
	Functional and Integration Specifications	Documented requirements for iNovah configuration and integration development
	iNovah Installation in Test Environment	Latest iNovah software version, without modifications, in a test environment at County facilities
	Configuration Workshop	3 Day(s) of onsite Configuration Workshop class for up to 8 County representatives involved in implementing iNovah (subject matter experts and application administrators)
	System Administration Training	2 Day(s) of onsite System Administration class for up to 8 County representatives involved in implementing iNovah (subject matter experts and application administrators).
Develop	iNovah Integrations	Delivery of in scope iNovah Integrations per specifications
Deploy	iNovah End-User Training	2 Day(s) of onsite end-user training for iNovah users and County's trainer using a train-the-trainer approach
Transition	Production Support	2 Day(s) of onsite production support at iNovah production go-live

**Project Phase Activities**

Contractor and the County will be responsible for completing the following activities.

Activity	Service Responsibility		
	Contractor	County	Shared
<b>All Phases</b>			
Overall Project Management	X		
Overall Change Management	X		
Managing all Contractor personnel assigned to the project	X		
Managing all County's personnel assigned to the project		X	
Managing County's endor resources; including escalation		X	
Coordinating schedule changes with the Contractor project manager		X	
Managing the project schedule and reporting variances			X
Managing the activities assigned to the County in this SOW		X	
Coordinating and participating in project related calls and meetings			X
Providing weekly progress reports to the County Project Manager	X		
Reviewing and providing feedback on weekly progress reports	X		X
Managing the activities assigned to the County in this SOW		X	
Coordinating delivery of all Hardware and Software		X	
<b>Initiate Phase</b>			
Finalize Contractor resource plan and deploy resources	X		
Finalize the County's resource plan and deploy resources		X	
Coordinate the project kick-off meeting	X		
Define project governance structure and align implementation methodology	X		
Share County's Project Plan, if applicable. (i.e. iNovah rollout in conjunction with EPR deployment)		X	
Create the iNovah Project Plan	X		
Develop and Publish Assessment Agenda	X		
Conduct Kick-off Meeting			X
Schedule resources and manage logistics for Assessment Workshop per agreed upon schedule			X
Peripheral hardware, identified in this Agreement, delivered to County's facilities	X		
Provision VPN access to Test Environments		X	
<b>Analyze &amp; Design Phase</b>			
Lead workshops to gather design decisions	X		
Attend workshops with appropriate resources with authority to make design decisions		X	
Ensure appropriate County representation in workshops		X	
Make key design decisions around process and configuration		X	
Documenting configuration requirements in functional specification	X		
Documenting recommendations for site preparation and infrastructure changes	X		
Coordinating delivery of all hardware and software with the County	X		
Verifying acceptance of all delivered products and services		X	
Coordinating the delivery of all Software warranty services and Hardware Support Services		X	
Provide documented Acceptance Test Plan		X	

Activity	Service Responsibility		
	Contractor	County	Shared
Coordinating the collection of information for tailoring, customization and configuration requirements		X	
Reviewing an Acceptance Test Plan provided by the County	X		
Provide the business process and technical requirements for iNovah solution		X	
<b>Develop Phase</b>			
Conduct a 1-day System Administration class at the County's Facility	X		
Attendance of at least 4 representatives to the System Training class		X	
Conduct a 2-day System Configuration Workshop class at the County's facility	X		
Attendance of at least 4 representatives to the System Configuration Workshop class		X	
Provide printed copies of reference or training materials		X	
Modify software routines within iNovah to handle input devices included in the functional specifications	X		
Modify software routines within iNovah to call interface routines included in the technical specifications	X		
Input all parameters in iNovah maintenance tables and configuration files required to create the configuration included in the Functional Specification	X		
Provide technical specifications for each type of callable XML based Web Services	X		
Aid in design of callable Web Service(s) to retrieve and post the County's account information from XML based documents supplied by the County to support two-way interfaces	X		
Design and code other custom features for iNovah as defined in the functional and technical specifications	X		
Design and code callable interface API to retrieve the County's account information from existing applications		X	
Design and code callable interface to support post payment information to the County's accounts for batch interfaces		X	
<b>Test Phase</b>			
Install all County provided hardware and software for testing and verify that the environment is working properly		X	
Work with the County to install iNovah at the County's facility for acceptance testing	X		
Verify that all Hardware and Software is properly installed at the County's facility and ready for acceptance testing	X		
Unit test each modification to iNovah	X		
Perform system tests on the delivered version of iNovah to ensure that the system performs standard functions as expected and meets all requirements included in the functional and technical specifications	X		
Coordinate testing activities with the County's personnel and third party contractors/vendors		X	
Perform all tests documented in the Acceptance Test Plan		X	
Assist the County in performing the Acceptance Test Plan	X		
Document and manage any deficiencies found during the acceptance tests		X	
Maintain issues list for all iNovah defects reported during the testing phase	X		



Activity	Service Responsibility		
	Contractor	County	Shared
Review the results of acceptance testing and correct documented deficiencies	X		
Retest corrected defects		X	
Acceptance of delivery of iNovah		X	
<b>Deploy Phase</b>			
Coordinating training activities with the County's personnel, third party contractors		X	
Conduct 1-day of Train-the-Trainer end user classes at the County's facility	X		
Provide all training materials and documentation on electric media	X		
Provide a training room (appropriate for number of installed and networked personnel computers) with access to test or training servers		X	
Provide a computer projector and screen for training classes		X	
Any required iNovah peripheral hardware for training classes		X	
Providing desktop training for all cashiers and other users that do not have experience with the recommended Windows operating system or Internet Explorer computer applications prior to Contractor arrival		X	
Ensure attendance of cashiers and supervisors during end user training class		X	
Ensure end users participation in practice the exercises (~4 hours)		X	
Provide printed copies of reference or training materials		X	
Update the functional and technical specifications (if required) to reflect all modifications to requirements, configuration, and schedule as agreed via the PCR Process	X		
Finalize the production roll out schedule		X	
Install all required network cabling, hardware and software		X	
Install VPN access to the production system for access by Contractor support staff		X	
Verify that VPN access to the production system works properly	X		
Ensure that all site preparations are completed		X	
Install all computer hardware and software for the production		X	
Verify that all hardware, software and networks are working properly		X	
Assist the County in troubleshooting installation problems related to installing iNovah in production environment	X		
Establish production user names and password on iNovah		X	
Ensure that all staff members are appropriately trained		X	
Verify acceptance of first production use of iNovah		X	
Provide a two person on-site team to assist with any support or retraining issues that arise	X		
Assist the County in monitoring the performance of iNovah and identifying any deficiencies	X		
Provide trained supervisors to assist new users with iNovah		X	
<b>Transition Phase</b>			
Transition the County's project to Contractor Client Services Team	X		
Move users to iNovah in phases to permit performance monitoring of new groups of users		X	
Document any problems that occur and provide information on any deficiencies in iNovah to Contractor Client Services		X	

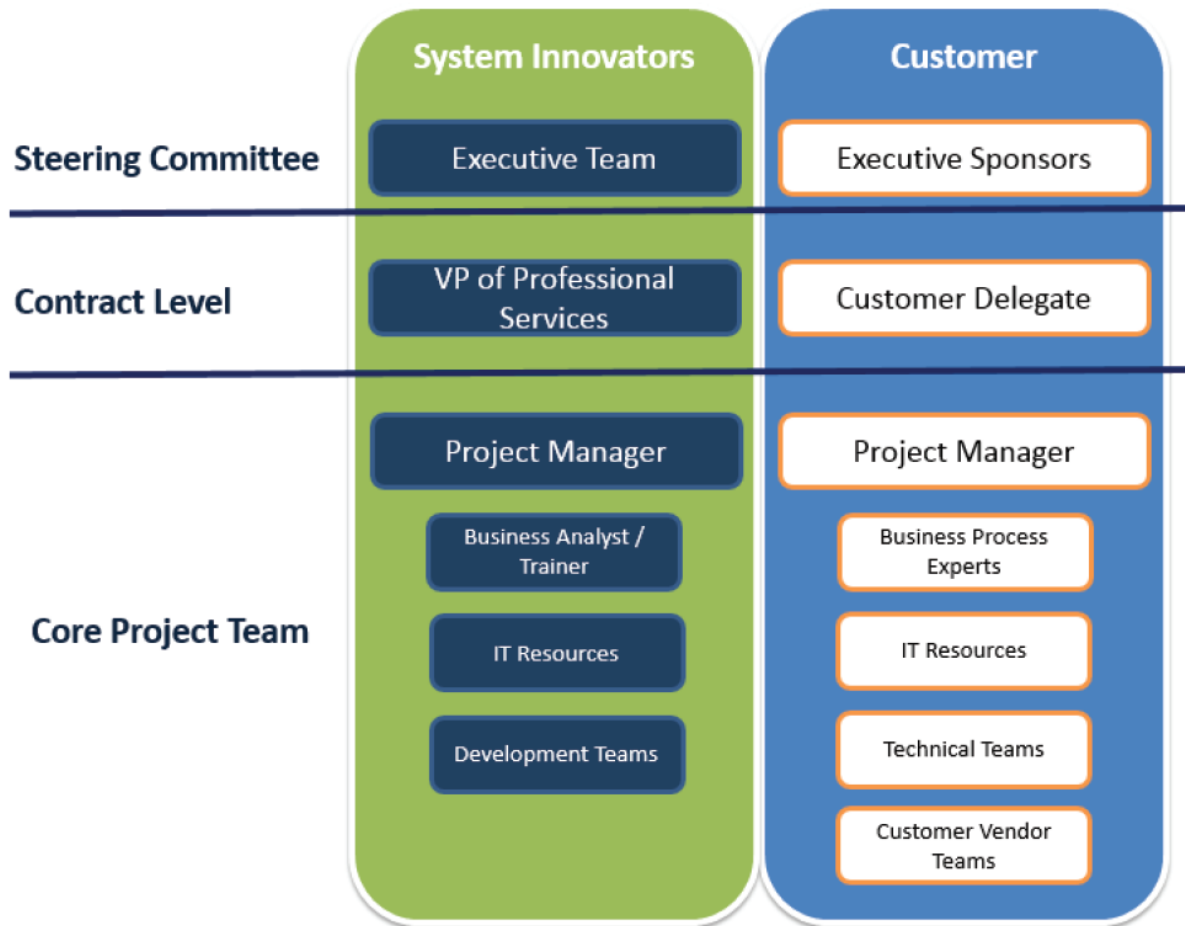
Activity	Service Responsibility		
	Contractor	County	Shared
Request acceptance of 'Live' status of iNovah once the system has been in production at any location for 30 days	X		
Provide acceptance of 'Live' status of iNovah once the System has been in production at any location for 30 days		X	
<b>Hardware and Software Installation Phase</b>			
Provide recommendations for server hardware, personal computers, and network settings to the County	X		
Deliver peripheral hardware, identified in this Agreement, to the County's facilities	X		
Coordinate installation services with the County's personnel, third party contractors		X	
Provide assistance with installation of provided peripheral hardware on personal computers in testing environment at the County's facilities	X		
At least (2) servers (virtual or physical) per environment, meeting the hardware prerequisites provided by Contractor		X	
Personal computers, for all cashiering and supervisory workstations, meeting the hardware prerequisites provided by Contractor		X	
Computer network connectivity between all personal computers, servers and other computers where interfaced applications reside		X	
Backup plan for all Contractor products and databases		X	
Universal Power Supply (UPS) equipment for the computer servers		X	
Installation and maintenance of all the County's provided hardware		X	
iNovah delivered to the County's facilities	X		
Installation of iNovah on servers and personal computers in the test environment at the County's facilities	X		
Installation of third party Software, provided by Contractor, on servers and/or personal computers in the test environment at the County's facilities	X		
Microsoft operating system software for all servers and personal computers per recommendations		X	
Microsoft SQL Server software per recommendation for the database server		X	
Computer network software supporting IP communications between all personal computers, servers and other computers where interfaced application reside		X	
Backup software for the computer servers		X	
Virus protection software for all computer servers and personal computers		X	
Installation and maintenance of all the County's provided software		X	
Production environment software installation		X	

### **Project Management Structure**

Adhering to a formal project management structure is an essential component of a successful implementation, with reciprocal communication being the most fundamental element of the governance process.

Contractor recommends a Project Structure that empowers the Core Project Team with the responsibility of conducting daily project operations, allows Executive Sponsors the ability to monitor overall project progress through scheduled reviews, as well as providing a resolution

path for impasses or decisions that have the potential to affect the implementation timeline and/or scope.



### Recommended Project Management Structure

#### **Steering Committee**

The Steering Committee is the top escalation point for the project and performs the following functions:

- Provides a controlling mechanism for overall project progress and Change Orders
- Meets during project kick-off and at defined intervals during Implementation

Member include:

- The County's Executive Sponsors
- Executive Sponsors for Contractor
- Project Managers (as needed)

#### **Contract Level**

The person or persons responsible for the contract side on the County side performs the following functions:

- Owns the project Change order process
- Manages any contract aspect of the project

Members include:

- Vice President of Professional Services or Vice President of Sales
- Responsible Commercial/Relationship owner at the County level

### ***Core Project Team***

Contractor and County's Core Project Teams are responsible for successfully delivering the project per the SOW and perform the following functions:

- Participates in all project phases
- Ensures that the delivered solution meets internal stakeholder expectations
- Responsible for communication and expectation management with project stakeholders

Members include:

- Full program and delivery teams

### **Project Status Reporting**

#### ***Contractor Responsibilities***

The Contractor Project Managers will coordinate all of the activities assigned to Contractor with the County's Project Manager via phone and email communications. A progress report summarizing the Contractor activities and status will be documented at an interval jointly agreed upon by both parties and emailed to the County's Project Manager. This report will include the following information:

1. List of activities underway and their percentage of completion
2. List of expected activities for the next two weeks
3. List of outstanding, unresolved issues
4. Proposed schedule changes and reasons for change
5. Proposed scope changes and reasons for change

The Contractor's Project Manager will review the progress reports created by the County's Project Manager and provide feedback to resolve issues and changes.

#### ***County Responsibilities***

The County Project Manager will coordinate all of the activities assigned to County with the Contractor Project Manager through phone and email communications. A progress report summarizing the County's activities and their status will be documented at an interval jointly agreed upon by both parties and emailed to the Contractor Project Manager. The report will include the following information.

1. List of activities underway and their percentage of completion
2. List of expected activities for the next two weeks
3. List of outstanding, unresolved issues
4. Proposed schedule changes and reasons for change
5. Proposed scope changes and reasons for change

The County's Project Manager will review the progress reports created by the Contractor Project Manager and provide feedback to resolve issues and changes.

**Project Change Control**

A defined process for controlling scope issues and change requests must be in place and followed to help ensure that the proper visibility is given to change requests and any associated approvals required.

Items that modify the SOW will be reviewed by the Contractor Project Manager to determine if there is an impact to the cost or timelines for this project. Out of scope services will be charged as outlined in the Rate Card listed within the "Agreement". Any change must be documented in a mutually executed Change Control Work Order.

The following change procedure shall apply to this SOW:

1. Project Resource(s) identify new or change in requirements and escalate to the respective Project Manager.
2. Contractor and County's Project Managers work together to gather required information to determine if a Change Order is required.
3. Project Managers determine if a Change Order is valid
  - a. If no, Project Resources will be informed and the change management process ends.
  - b. If yes, Contractor Project Manager will facilitate the creation of the Change Order and promptly provide it to the County's Project Manager.
4. County's Project Manager will review the proposed Change Order, with appropriate County resources, for content and completeness, and accuracy.
5. If the proposed Change Order requires changes, County's Project Manager and Contractor Project Manager will collaborate to consider necessary modifications.
6. Change Order must be reviewed and approved by the Contract Level of the Project Steering Team.
7. If approved by Project Steering Team, the appropriate authorized County signatory may sign the Change Order; provided that notwithstanding anything to the contrary in this SOW, no Change Order shall bind the County unless approved expressly and in writing by the authorized County signatory or his/her designee.
8. The County Project Manager will inform the Contractor Project Manager and process required paperwork for any executed Change Order.
9. The County's Project Manager and Contractor Project Manager will perform administrative project tasks associated with the project and inform the Project Resources accordingly.

**Deliverable Acceptance**

All completed project deliverables will be reviewed by the Contractor Project Manager and uploaded to the designated project repository/network folder. The Contractor Project Manager shall notify the County's Project Manager and submit a Deliverable Acceptance Certificate.

Upon Contractor's submission of a completed Deliverable, the County shall review the Deliverable and approve it or notify Contractor of the discrepancies and errors found in the Deliverable, within five (5) business days, unless otherwise mutually agreed to in writing by the Project Managers of both parties. The County will have five (5) business days after submission to review the Business Requirements and Design documents. If the County does not provide Contractor with discrepancies or approval within such five (5) business day period, then such Deliverables will be deemed accepted.

If the County requires revisions to the submitted Deliverables, all the required changes shall be collected and consolidated by the County Project Manager into one document and provided to the Contractor Project Manager within the stipulated time period. Contractor shall then revise the

Deliverable or satisfactorily explain the reasons for Accepting the Deliverable “as is”. Upon receipt of the revised Deliverable or receiving a satisfactory explanation for the deficiencies identified, the County’s Project Manager will verify that the changes were incorporated and accept the Deliverable within two (2) business days. There shall be no new revisions requested for the Deliverable other than those identified previously in the first round. In the event that neither approval nor feedback from the County is received within the stipulated time period, the Deliverable will be deemed accepted and Contractor will proceed to the next phase.

### **Assumptions**

1. The County acknowledges this project is fixed in scope and duration as defined in the Appendices. Modifications to the scope, duration, and other terms of this agreement will be processed in accordance with the Project Change Control.
2. The County will employ the human resources necessary to ensure the project is successfully completed on schedule. These resources will include 1) a Project Manager who has the authority to represent the County in all aspects of this agreement 2) subject matter experts who can define the requirements and business rules that dictate the design of the customizations; and 3) technical staff who can provide Contractor with support for the County’s computing environment (personal computers, servers, network, software, and so forth) as well as technical support for third-party systems that interface with Contractor’ software.
3. The County or County’s delegate will produce a tested and documented application programming interface (API) to any application to be interfaced with System Innovator’s software.
4. The County will provide Contractor with remote access to their computing environment so that Contractor may support the County with delivery, implementation, and testing of the customized software. Contractor access to the County’s computing environment may be accomplished through such means as a high-speed virtual private network (VPN) or an Internet-based remote access tool (such as Go to Meeting or Turbo Meeting).
5. The County will provide a fully functional test system including hardware, software, documentation and any system software and/or upgrades necessary to complete acceptance testing.
6. The County will install and configure all required personal computers, hardware, software, and communications networking in advance of planned delivery of Contractor software and/or services. The County will inform Contractor of any changes related to their system configuration.
7. The County will prepare an acceptance test plan and test scripts, perform acceptance testing, and report test results and identified defects to the System Innovator Project Manager within the specified timeline agreed upon in the project plan.
  - a. Defect Criteria – Any issue identified during the execution of test scripts during any of the test phases will be assigned a severity level from one to four (defined below) if the issue is a defect. A defect is defined as an item that does not function as designed. The source of truth for the design is the associated functional or integration specification.
  - b. The standard Contractor Defect severity levels are defined as follows:
    - i. Severity 1 – Blocking defect associated with a critical functionality preventing continuation of the testing scenario; no workaround available
    - ii. Severity 2 – Defect associated with a critical functionality; a workaround is available
    - iii. Severity 3 – Defect associated with non-critical functionality
    - iv. Severity 4 – Cosmetic defect

**Exhibit A-2 – PortMiami – EMV Simplify P2PE****Project Overview**

Contractor will provide cashiering software (“iNovah”) to the County for the collection of payments. Contractor will also provide project management, consulting, configuration, development, software installation, training, and go-live support services as defined in SOW.

The following table represents a summary of the Software and Services “(Project Scope)” to be delivered by Contractor as part of this SOW.

Software Module Description		Assumption
iNovah Integrations		
	Elavon EMV Simplify Safe-T Interface	Less than 20 workstations

Professional Services	In Scope (1)	Delivery Approach
Consulting, Development, and Training		
Business Process & Technical Assessment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Select one: <input type="checkbox"/> Onsite Support <input checked="" type="checkbox"/> Delivered Remotely <input type="checkbox"/> Combination of Onsite and Remote
Base iNovah Software Installation and Database Configuration	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Always Delivered Remotely
iNovah System Administration Training and Configuration Workshop	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Always Delivered at the County's Site
Development of iNovah Integrations	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Always Delivered Remotely
Unit and System Testing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Select one: <input type="checkbox"/> Onsite Support <input checked="" type="checkbox"/> Delivered Remotely <input type="checkbox"/> Combination of Onsite and Remote
End User Training (Cashier/Supervisor)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Always Delivered at County's Site as either (select one) <input type="checkbox"/> Contractor Lead Training <input type="checkbox"/> County Lead Training (i.e. Train-the-Trainer)
Production Turnover/Go-Live Support	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Select one: <input type="checkbox"/> Onsite Support <input checked="" type="checkbox"/> Delivered Remotely

## Timeline

Once the County has authorized this additional service, Contractor will prepare a project schedule for this additional service. The project schedule will identify the project start date and end date as well as a timeline for all project milestones. The project schedule will be mutually monitored and managed by the County and Contractor. Any variation to the dates and milestones defined in the project schedule must be mutually agreed upon by the County and Contractor. The following project timeline identifies the duration of the milestones for this additional service project. Specific dates for this additional service will be defined in the project schedule.

Task/Deliverable	Responsible	Estimated Timeline
<b>Deliverable #1:</b> EMV Simplify Integration Specification	Contractor	Day 30
<b>Deliverable #2:</b> Procurement and Delivery of Test Device	County	TBD
<b>Deliverable #3:</b> EMV Simplify build of iNovah	Contractor	Day 60
<b>Deliverable #4:</b> Testing and Acceptance of Test Environment	County	Day 90
<b>Deliverable #5:</b> Procurement and Delivery of Production Devices	County	TBD
<b>Deliverable #6:</b> Go-Live	County	10 Days after Deliverable #5
<b>Deliverable #7:</b> Project Closeout	Contractor	10 Days after Deliverable #6

## Assumptions

The following assumptions have been made for this project:

1. The following County resources will be available to work on this project:
  - Executive sponsor
  - Project Manager – minimum of 50% of time allocated to iNovah project
  - Payment processing subject matter expert
  - Host system subject matter expert
  - iNovah administrator
  - Network administrator
2. A high-speed remote VPN connection to iNovah is available for testing and production support.
3. The County is responsible for providing servers, workstations and third-party software that meet the system requirements per Schedule “A” of the Software License Agreement.
4. The County is responsible for the configuration of servers, workstations, networks and third-party software.
5. Contractor staff will be provided with workspace for up to two people when performing onsite services. The workspace will be equipped with a connection and access rights to the County’s network.
6. Contractor staff will have console access to iNovah servers when performing services onsite.
7. The County will provide the services described in this SOW in a timely fashion to allow Contractor to meet agreed upon schedules.



8. To enable an interface to iNovah, the County or County's vendor will provide an application programming interface (API) to all applications to be interfaced.
9. The County is responsible for working with the County's Staff and/or the County's Vendor to provide Contractor the latest versions of technical documentation / specifications, testing material, and resources.
10. The County will provide a test and production environment for iNovah.
11. iNovah EMV Simplify integration will be used for card present transactions. Requirements for card not present transactions are not in scope.
12. Implementation will use a single service fee.
13. The County is responsible for all work associated with network segmentation, including server, firewall, active directory, and domain configuration and troubleshooting.
14. The County will source EMV Test Cards.
15. Changes to existing integrations, imports, or exports are out of scope and will require additional separate services.
16. Consulting services for the iNovah Public API are out of scope and will require additional separate services.
17. A fully executed agreement between The County and Elavon is a prerequisite for starting the project.

### **Project Phase Activities**

Contractor' and the County will responsible for completing the following activities.

Activity	Service Responsibility		
	Contractor	County	Shared
<b>All Phases</b>			
Overall Project Management	X		
Overall Change Management	X		
Managing all Contractor personnel assigned to the project	X		
Managing all County's personnel assigned to the project		X	
Managing County's Vendor resources; including escalation		X	
Coordinating schedule changes with the Contractor project manager		X	
Managing the project schedule and reporting variances			X
Managing the activities assigned to County in this SOW		X	
Coordinating and participating in project related calls and meetings			X
Providing weekly progress reports to the County Project Manager	X		
Reviewing and providing feedback on weekly progress reports	X		X
Managing the activities assigned to the County in this SOW		X	
Coordinating delivery of all Hardware and Software		X	
<b>Initiate Phase</b>			
Finalize Contractor resource plan and deploy resources	X		
Finalize the County's resource plan and deploy resources		X	
Coordinate the project kick-off meeting	X		
Define project governance structure and align implementation methodology	X		
Share County's Project Plan, if applicable. (i.e. iNovah rollout in conjunction with EPR deployment)		X	

Activity	Service Responsibility		
	Contractor	County	Shared
Create the iNovah Project Plan	X		
Develop and Publish Assessment Agenda	X		
Conduct Kick-off Meeting			X
Schedule resources and manage logistics for Assessment Workshop per agreed upon schedule			X
Peripheral hardware, identified in this Agreement, delivered to County's facilities	X		
Provision VPN access to Test Environments		X	
<b>Analyze &amp; Design Phase</b>			
Lead workshops to gather design decisions	X		
Attend workshops with appropriate resources with authority to make design decisions		X	
Ensure appropriate County representation in workshops		X	
Make key design decision decisions around process and configuration		X	
Documenting configuration requirements in functional specifications	X		
Documenting recommendations for site preparation and infrastructure changes	X		
Coordinating delivery of all hardware and software with the County	X		
Verifying acceptance of all delivered products and services		X	
Coordinating the delivery of all Software warranty services and Hardware Support Services		X	
Coordinating the collection of information for tailoring, customization and configuration requirements		X	
Provide the business process and technical requirements for iNovah solution		X	
<b>Develop Phase</b>			
Attendance of at least 4 representatives to the System Training class		X	
Provide printed copies of reference or training materials		X	
Modify software routines within iNovah to handle input devices included in the functional specifications	X		
Modify software routines within iNovah to call interface routines included in the technical specifications	X		
Input all parameters in iNovah maintenance tables and configuration files required to create the configuration included in the Functional Specification	X		
Provide technical specifications for each type of callable XML based Web Services	X		
Aid in design of callable Web Service(s) to retrieve and post the County's account information from XML based documents supplied by the County to support two-way interfaces	X		
Design and code other custom features for iNovah as defined in the functional and technical specifications	X		
Design and code callable interface API to retrieve the County's account information from existing applications		X	
Design and code callable interface to support post payment information to the County's accounts for batch interfaces		X	
<b>Test Phase</b>			

Activity	Service Responsibility		
	Contractor	County	Shared
Install all County provided hardware and software for testing and verify that the environment is working properly		X	
Work with the County to install iNovah at the County's facility for acceptance testing	X		
Unit test each modification to iNovah	X		
Perform system tests on the delivered version of iNovah to ensure that the system performs standard functions as expected and meets all requirements included in the functional and technical specifications	X		
Coordinate testing activities with the County's personnel and third-party contractors/vendors		X	
Perform all tests documented in the Acceptance Test Plan		X	
Assist the County in performing the Acceptance Test Plan	X		
Document and manage any deficiencies found during the acceptance tests		X	
Maintain issues list for all iNovah defects reported during the testing phase	X		
Review the results of acceptance testing and correct documented deficiencies	X		
Retest corrected defects		X	
Acceptance of delivery of iNovah		X	
<b>Deploy Phase</b>			
Coordinating training activities with the County's personnel, third party contractors		X	
Conduct end user training (if required)	X		
Provide All training materials and documentation on electronic media	X		
Provide a training room (appropriate for number of installed and networked personal computers) with access to test or training servers		X	
Provide a computer projector and screen for training classes		X	
Any required iNovah peripheral hardware for training classes		X	
Providing desktop training for all cashiers and other users that do not have experience with the recommended Windows operating system or Internet Explorer computer applications prior to Contractor arrival		X	
Ensure attendance of cashiers and supervisors during the end user training class		X	
Ensure end users participation in practice the exercises (~4 hours)		X	
Provide printed copies of reference or training materials		X	
Update the functional and technical specifications (if required) to reflect all modifications to requirements, configuration, and schedule as agreed via the PCR Process	X		
Finalize the production roll out schedule		X	
Install all required network cabling, hardware and software		X	
Install VPN access to the production system for access by Contractor support staff		X	
Verify that VPN access to the production system works properly	X		
Ensure that all site preparations are completed		X	
Install all computer hardware and software for the production		X	
Verify that all hardware, software and networks are working properly		X	

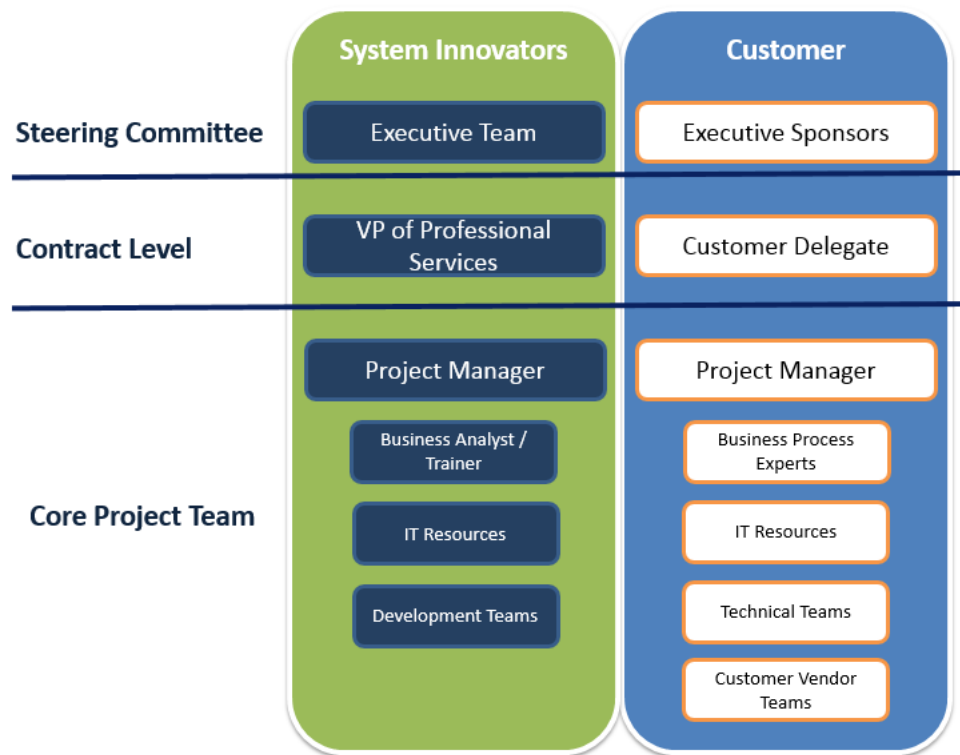
Activity	Service Responsibility		
	Contractor	County	Shared
Assist the County in troubleshooting installation problems related to installing iNovah in production environment	X		
Establish production user names and password on iNovah		X	
Ensure that all staff members are appropriately trained		X	
Verify acceptance of first production use of iNovah		X	
Provide support or retraining issues that arise	X		
Assist the County in monitoring the performance of iNovah and identifying any deficiencies	X		
Provide trained supervisors to assist new users with iNovah		X	
<b>Transition Phase</b>			
Transition the County's project to Contractor Client Services Team	X		
Move users to iNovah in phases to permit performance monitoring of new groups of users		X	
Document any problems that occur and provide information on any deficiencies in iNovah to Contractor Client Services		X	
<b>Hardware and Software Installation Phase</b>			
Provide recommendations for server hardware, personal computers, and network settings to the County	X		
Deliver peripheral hardware, identified in this Agreement, to the County's facilities	X		
Coordinate installation services with the County's personnel, third party contractors		X	
Provide assistance with installation of provided peripheral hardware on personal computers in testing environment at the County's Facilities	X		
At least two (2) servers (virtual or physical) per environment, meeting the hardware prerequisites provided by Contractor		X	
Personal computers, for all cashiering and supervisory workstations, meeting the hardware prerequisites provided by Contractor.		X	
Computer network connectivity between all personal computers, servers and other computers where interfaced applications reside		X	
Backup plan for all Contractor products and databases		X	
Universal Power Supply (UPS) equipment for the computer servers		X	
Installation and maintenance of all the County's provided hardware		X	
iNovah delivered to the County's facilities	X		
Installation of iNovah on servers and personal computers in the test environment at the County's facilities	X		
Installation of third party Software, provided by Contractor, on servers and/or personal computers in the test environment at the County's facilities	X		
Microsoft operating system software for all servers and personal computers per recommendations.		X	
Microsoft SQL Server software per recommendations for the database server		X	
Computer network software supporting IP communications between all personal computers, servers and other computers where interfaced applications reside		X	
Backup software for the computer servers		X	

Activity	Service Responsibility		
	Contractor	County	Shared
Virus protection software for all computer servers and personal computers		X	
Installation and maintenance of all the County's provided software		X	
Production environment software installation		X	

### **Project Management Structure**

Adhering to a formal project management structure is an essential component of a successful implementation, with reciprocal communication being the most fundamental element of the governance process.

Contractor recommends a Project Structure that empowers the Core Project Team with the responsibility of conducting daily project operations, allows Executive Sponsors the ability to monitor overall project progress through scheduled reviews, as well, as providing a resolution path for impasses or decisions that have the potential to affect the implementation timeline and/or scope.



Recommended Project Management Structure

### **Steering Committee**

The Steering Committee is the top escalation point for the project and performs the following functions:

- Provides a controlling mechanism for overall project progress and Change Orders
- Meets during project kick-off and at defined intervals during Implementation

Members include:

- The County's Executive Sponsors
- Executive Sponsors at Contractor
- Project Managers (as needed)

### **Contract Level**

The person or persons responsible for the contract side on the County side performs the following functions:

- Owns the project Change Order process
- Manages any contract aspect of the project

Members include:

- Contractor Vice President of Professional Services or Vice President of Sales
- Responsible Commercial/Relationship owner at the County

### **Core Project Team**

Contractor and County Core Project Teams are responsible for successfully delivering the project per the SOW and perform the following functions:

- Participates in all project phases
- Ensures that the delivered solution meets internal stakeholder expectations
- Responsible for communication and expectation management with project stakeholders

Members include:

Full program and delivery teams

### **Project Status Reporting**

#### **Contractor Responsibilities**

The Contractor Project Manager will coordinate all the activities assigned to Contractor with the County's Project Manager via phone and email communications. A progress report summarizing the Contractor activities and status will be documented at an interval jointly agreed upon by both parties and emailed to the County's Project Manager. This report will include the following information:

1. List of activities underway and their percentage of completion
2. List of expected activities for the next two weeks
3. List of outstanding, unresolved issues
4. Proposed schedule changes and reasons for change
5. Proposed scope changes and reasons for change

The Contractor Project Manager will review the progress reports created by the County's Project Manager and provide feedback to resolve issues and changes.

#### **County Responsibilities**

The County Project Manager will coordinate all the activities assigned to County with the Contractor Project Manager through phone and email communications. A progress report summarizing the County's activities and their status will be documented at an interval jointly agreed upon by both parties and emailed to the Contractor Project Manager. This report will include the following information:

1. List of activities underway and their percentage of completion
2. List of expected activities for the next two weeks
3. List of outstanding, unresolved issues
4. Proposed schedule changes and reasons for change
5. Proposed scope changes and reasons for change

The County's Project Manager will review the progress reports created by the Contractor Project Manager and provide feedback to resolve issues and changes.

### **Deliverable Acceptance**

All completed project deliverables will be reviewed by the Contractor Project Manager and uploaded to the designated project repository/network folder. The Contractor Project Manager shall notify the County Project Manager and submit a Deliverable Acceptance Certificate.

Upon Contractor' submission of a completed Deliverable, the County shall review the Deliverable and approve it or notify Contractor of the discrepancies and errors found in the Deliverable, within five (5) business days, unless otherwise mutually agreed to in writing by the Project Managers of both parties. The County will have five (5) business days after submission to review the Business Requirements and Design documents. If the County does not provide Contractor with discrepancies or approval within such five (5) business day period, then such Deliverables will be deemed accepted.

If the County requires revisions to the submitted Deliverables, all the required changes shall be collected and consolidated by the County Project Manager into one document and provided to the Contractor Project Manager within the stipulated time period. Contractor shall then revise the Deliverable or satisfactorily explain the reasons for Accepting the Deliverable "as is." Upon receipt of the revised Deliverable or receiving a satisfactory explanation for the deficiencies identified, the County Project Manager will verify that the changes were incorporated and accept the deliverable within two (2) business days. There shall be no new revisions requested for the deliverable other than those identified previously in the first round.

In the event that neither approval nor feedback from the County is received within stipulated time period, the Deliverable will be deemed accepted and Contractor will proceed with the next phase.

### **Project Phase Acceptance**

Once the Acceptance of all pre-Go Live Deliverables associated with a particular Release of the project has occurred, the County shall begin using the Software Components in that Phase for Productive Use ("Go Live Date"). The project will be considered "Accepted" within 30 days of Go-Live; or when reported and logged Severity 1 or Severity 2 defects have been resolved.

Severity Definition	Description
Severity 1 - Urgent	An issue that completely blocks the use of the product for all users is a critical issue. An example would be the iNovah Web Portal is unavailable for all users. Or in some other cases, when the issue blocks the ability to go-live with new functionality.
Severity 2 - High	A severe issue occurs when the functionality is functioning grossly away from the expectations or not doing what it should be doing. An example could be: The inability to void transactions within the entire system. When severe, multiple, if not all, users are impacted, however, the system overall is not down and has some operations available.
Severity 3 - Medium	A moderate issue occurs when the product or application exhibits some unnatural behavior, however, the functionality as a whole is not impacted. For example, in the inability to void transactions from above, a moderate issue would occur when the inability to void a transaction only affects one user.

Severity 4 - Low	A minor issue occurs when there is almost no impact to the functionality but it is still a valid issue that should be corrected. Examples of this could include spelling mistakes in error messages printed to user or issues to enhance the functionality of the product/feature.
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### **Project Change Control**

All change requests will be submitted in writing, and they will describe the change, the rationale. The party requesting the change shall deliver the change request to the other party for evaluation, and ultimately, for acceptance or rejection. The receiving party will provide a written summary of impacts including changes to scope, duration, and cost. Both the Systems Innovators Project Manager and the Client Project Manager must approve each change before amending the Agreement and implementing the change. The terms of a mutually agreed upon Amendment will prevail over those of this Agreement or any previous Amendments.

### **Assumptions**

1. The Client acknowledges this project is fixed in scope and duration as defined in Appendices (if attached). Modifications to the scope, duration, and other terms of this agreement will be processed in accordance with the Project Change Control procedure as described herein.
2. The Client will employ the human resources necessary to ensure the project is successfully completed on schedule. These resources will include 1) a Project Manager who has the authority to represent the Client in all aspects of this agreement 2) subject matter experts who can define the requirements and business rules that dictate the design of the customizations; and 3) technical staff who can provide Contractor with support for the Client's computing environment (personal computers, servers, network, software, and so forth) as well as technical support for third-party systems that interface with Contractor' software.
3. The Client or Client's delegate will produce a tested and documented application programming interface (API) to any application to be interfaced with System Innovator products and/or software.
4. The Client will provide Contractor with remote access to their computing environment so that Contractor may support the Client with delivery, implementation, and testing of the customized software. Contractor' access to the Client's computing environment may be accomplished through such means as a high-speed virtual private network (VPN) or an Internet-based remote access tool (such as Go To Meeting or Turbo Meeting).
5. The Client will provide a fully functional test system including hardware, software, documentation and any system software and/or upgrades necessary to complete acceptance testing.
6. The Client will install and configure all required personal computers, hardware, software, and communications networking in advance of planned delivery of Systems Innovator's software and/or services. The Client will inform Contractor of any changes related to their system configuration.
7. The Client will prepare an acceptance test plan and test scripts, perform acceptance testing, and report test results and identified defects to the Systems Innovator Project Manager within the specified timeline agreed upon in the project plan.
  - a. Defect Criteria - Any issue identified during the execution of test scripts during any of the test phases will be assigned a severity level from one to four (defined below) if the issue is a defect. A defect is defined as an item that does not function as designed.



The source of truth for the design is the associated functional or integration specification.

- b. The standard Contractor Defect severity levels are defined as follows:
  - i. Severity 1 – Blocking defect associated with a critical functionality preventing continuation of the testing scenario; no workaround available
  - ii. Severity 2 – Defect associated with a critical functionality; a workaround is available
  - iii. Severity 3 – Defect associated with non-critical functionality
  - iv. Severity 4 – Cosmetic defect

### **EMV Project Assumptions**

1. Transactions processed via iNovah EMV integration will be categorized as over-the-counter retail transactions.
2. Implementation will support a single service fee rate.
3. Client cannot collect a service fee for a PIN debit transaction because the card and PIN information must be present to process the service fee.
4. Client will not process against multiple MIDs on the same workstation when using the EMV Direct solution, since it is not supported.
5. Client will source B2 EMV Test Cards.
6. Client and Processor agreements are in place and include Encryption and Tokenization products/services.
7. Client will obtain a test account with the Processor and perform end-to-end testing of all Cashier flows to ensure successful payment postings in an iNovah test environment.
8. Client is responsible for sourcing and purchasing PIN pad terminals that are loaded with the appropriate operating system, applications, encryption keys, PIN keys, forms, and other relevant hardware and software components based on the specifications provided by Contractor.
9. Client is responsible for all work associated with network segmentation, including server, firewall, active directory, and domain configuration and troubleshooting.
10. Changes to existing integrations, imports, or exports are out of scope and will require additional separate services. Note that by default, some existing integrations will include the payment total which will include the service fee. Each integration must be evaluated for impacts.
11. Consulting services for the iNovah Public API are out of scope and will require additional separate services.

**Exhibit C**  
**Maintenance and Support Service**

**Exhibit C – Maintenance and Support Services****A.1 MAINTENANCE AND SUPPORT SERVICES**

1. Contractor shall provide Support for Licensed Software that has been accepted and installed in a production environment. If a problem is received by software programming change, the change will be include in an upcoming release of the Software. A patch may be provided for critical problems in advance of a planned maintenance release.
  - a) **Contractor Obligations:** Contractor shall provide the County with the following Support and Maintenance services for the products licensed by the County:
    - i. Provision of known error corrections by delivery of available patches via electronic communications and for download via the Internet.
    - ii. Provision of available minor updates (bundling of several corrections in one version) for download via the Internet.
    - iii. Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
    - iv. Provision of available major upgrades (version with substantially enhanced volume of functions).
    - v. Information via electronic communication (email) when new minor/medium/major updates are available.

Contractor further agrees that all future releases or upgrades will Not change or override any existing/current system setting or configurations without the written consent of the County.

- b) **Support Request Process:** In order to initiate the support process, the county is required to notify the Contractor's **Client Services** of a support request by phoning support or by sending an email. In the future, a Web Portal Ticketing Tool will be available. In either case, the County will receive a Case Reference Number for tracking the progress of the support request.
  - i. All County support requests must include at a minimum: organization name, contact person, software product, and version, module and/or menu selection, nature of issue, detailed description of the question or issue and any other pertinent information.
  - ii. Requests should also include a classification according to the following priority and error definitions:
    - a) Urgent Priority (Severity 1): The total unavailability of the production application, or a repeatable malfunction within the production application causing impact to business operation if not promptly restored.
    - b) High Priority (Severity 2): Reproducible issues that affect the functioning of components within the application, or data inconsistencies with no

work around available.

- c) Medium Priority (Severity 3): Reproducible or intermittent issues that affect the functioning of components within the application, or data inconsistencies. Workaround available.
    - d) Low Priority (Severity 4): Request for information, assistance on application capabilities and other requests that do not fit the criteria for Severity 1, Severity 2, or Severity 3.
  - iii. A support analyst will record the request in the support tracking system. The County will receive a case number for issue tracking.
  - iv. The request will be logged to a queue and the first available support analyst will be assigned to work the support request with the County.
    - a) While the support analyst investigates the issue, the County will be contacted for additional information, advised of issue status and course of action for resolution.
    - b) Should the support analyst uncover a product defect, the issues will also be logged into the development tracking system. Along with the case number, the County will also receive a bug number. At this time, the support case will be placed in a deferred state. The case will reference the bug number. Issues escalated to development will be scheduled for resolution in a future software maintenance release. The resolution timeline is dependent on the nature and complexity of the defect.
    - c) Should the support request uncover new feature/functionality, the request will be logged into the development tracking system. Along with the case number. At this time, the support will be placed in a deferred state. The case will reference the change request number.
    - d) The County shall have the right to contact the support department at their convenience for a status update on any and all support requests.
- 2. Client Designated Support Contacts: ASD, and PortMiami will assign two (2) named resources, a primary and a backup, to be designated support contacts responsible for:
  - A. Assisting with the support relationship between the Contractor and the County.
  - B. Initiating and managing the priority case handling process.
  - C. Distributing proactive notifications to the County's end users (as applicable).
  - D. Ensuring appropriate follow up and feedback from the County's end user.
  - E. Ensuring that a communication link is operational for remote troubleshooting purposes; direct Internet, virtual private network (VPN) remote access server (RAS).

**A.2 SERVICE LEVELS**

1. **Response Time:** The Contractor ensures the following response times (via phone or e-mail) to the County:

Severity Levels	Response Time
Severity 1	1 – 4 Business Hours
Severity 2	1 – 2 Business Days
Severity 3	1 – 5 Business Days
Severity 4	1 – 10 Business Days

- A. Response times are not applicable during office closure for published holidays, or natural disasters, and/or other exceptional unplanned events.
- B. Contractor does not guarantee case resolution during the response time. Only acknowledgement of the support request.

**A.3 CONTACT INFORMATION AND SUPPORT HOURS**

1. Contact Information

Phone: 800.963.5000 x2

Email: [clientservices@systeminnovators.com](mailto:clientservices@systeminnovators.com)

2. Support Hours

Monday thru Friday 8am – 8pm Eastern Time

**A.4 PAYMENTS**

All Support and Maintenance Services under this Agreement shall be invoiced at the rates delineated in Exhibit D.

**A.5 THIRD-PARTY SUPPORT**

This section provides information to the County on the standard coverage and the services which are included in annual maintenance with regard to third-party software support (of applicable). This section serves as a guidance for the support department.

800 telephone support – first line phone support for troubleshooting (more complex issues will be escalated to the actual third party vendor of the product).

- a) “On call” after hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the Scope of Services)
- b) Technical troubleshooting

- c) Limited training questions (15 minute guideline)
- d) Support provided for installed database issues (30 minute guideline)
- e) Web Service installation and connection to database assistance
- f) Updating system to support new versions of licensed applications

#### **A.6 HOLIDAY SCHEDULE**

Contractor Support Services will be closed on designated days as outlined below. An asterisk \* next to the holiday indicated that the Contractor office is closed; however, County support is available:

New Year's Day	Closed
President's Day (Observed)	Closed
Memorial Day (Observed)	Closed
4 <sup>th</sup> of July (Observed)	Closed
Labor Day	Closed
Columbus Day *	Closed
Thanksgiving Day	Closed
Day after Thanksgiving *	Closed
Christmas Day (Observed)	Closed
Day after Christmas *	Closed

#### **A.7 ESCALATION PROCESS**

This escalation process was implemented to ensure that County issues are handled in an efficient and timely manner. If at any time the County is not completely satisfied with the handling of the support request, contact the Contractor Support Department managers as denoted in the following escalation steps:

- A. Contact the analyst working the issue
  - Call 800.963.5000 x2. Ask for the analyst by name.
- B. Contact the Manager of Support
  - Jonathan Huber
    - Office: 904-281-9090 x72308
    - Mobile: 904-515-8443
    - Email: [jhuber@systeminnovators.com](mailto:jhuber@systeminnovators.com)

C. Contact the Vice President of Support

- Terry Bechtel
  - Office: 904-281-9090 x72509
  - Mobile: 904-515-8443
  - Email: [tbectel@systeminnovators.com](mailto:tbectel@systeminnovators.com)

D. Contact the Executive Vice President of Contact

- Jeffrey Sumner
  - Office: 904-281-9090 x72504
  - Mobile: 904-334-6610
  - Email: [jsumner@systeminnovators.com](mailto:jsumner@systeminnovators.com)

**Exhibit C**  
**Price and Payment Schedule**



**Exhibit C-1 – Price and Payment Schedule****Miami-Dade County – iNovah ERM for Code Enforcement and Animal Services**

<b>Annual Support and Maintenance</b>		
Additional iNovah ERM Instance	(250,000 payments license included at no additional cost)	\$25,000.00
Real-Time Interface Bi-Directional High Complexity	RTI to Animal Services System	\$40,000.00
Existing Client Discount	(Miami-Dade County Interface License Discount)	(\$12,000.00)
Real-Time Interface Bi-Directional High Complexity	RTI to Code Enforcement System	\$40,000.00
Existing Client Discount	(Miami-Dade County Interface License Discount)	(\$12,000.00)
EMV Elavon Simplify 1-20 workstations	EMV Simplify	\$10,000.00
Existing Client Discount	(Miami-Dade County Interface License Discount)	(\$3,000.00)
<b>Subtotal:</b>		<b>\$88,000.00</b>

<b>Professional Services (Includes 10% Multi-Interface Implementation Discount)</b>	
Phase 1 - Initiation, Kickoff and Planning Services	\$15,940.00
Phase 2 - Analysis and Design Services	\$31,880.00
Phase 3 - Development and Configuration of iNovah and Interfaces	\$71,730.00
Phase 4 - Testing: Integration, Functional and User Acceptance Testing	\$23,910.00
Phase 5 - Deployment to Production and Go-Live	\$7,970.00
Phase 6 - Transition: Go-Live Support and Transition to Client Services	\$7,970.00
<b>Subtotal:</b>	<b>\$159,400.00</b>

**Total One-Time Costs: \$247,400.00**

<b>Support and Maintenance for Animal Services &amp; Code Enforcement (Initial Term)</b>	
<b>Year</b>	<b>Total</b>
1	\$22,000.00
2	\$22,660.00
3	\$22,339.80
<b>Initial Term Subtotal:</b>	<b>\$66,999.80</b>

Support and Maintenance for Animal Services & Code Enforcement (Optional Five-Year Renewal)	
Year	Total
4	\$23,009.99
5	\$23,700.29
6	\$24,411.30
7	\$25,143.64
8	\$25,897.95
<b>Optional Term Renewal Subtotal:</b>	<b>\$122,163.17</b>

### **Notes**

- The annual support and maintenance investment for application interfaces applies only to those interfaces written and maintained by Contractor, Support Fees for interfaces include modifying interfaces to comply with changes forced by legislation, or Contractor system upgrade. Support Fees for all payment collection software products licensed by Contractor include help desk support services and upgrades to the latest versions of the licensed software as they become available. The annual Software Support Fee for iNovah entitles the County to upgrades/updates to iNovah as defined in the master annual support and maintenance agreement.
- Contractor' pricing does not include the cost for changes to 3<sup>rd</sup> party systems.
- Travel to the County's location as listed in the project deliverables table in Exhibit A is included in the Professional Services Pricing.

### **Payment Schedule**

This schedule represents the fixed-price professional services investment for the design, development, coding, testing, and implementation of the requested modification described in the SOW. This investment will be paid in installments based on the milestones identified in the following payment schedule, upon successful completion and acceptance by Miami-Dade County.

PAYMENT NUMBER	MILESTONES	PAYMENT AMOUNT	ESTIMATED INVOICE DATE
1	Final Contract Executed - 50% of License Fees	\$44,000.00	Contract Signature
2	50% of Project Initiation Phase Due Upon Start	\$7,970.00	Day 1
3	50% of Project Initiation Phase Due Upon Complete	\$7,970.00	Day 15
4	50% of Analyze and Design Phase Due Upon Start	\$15,940.00	Day 16
5	Installation of Base iNovah in Test Environment - 50% of License Fees	\$44,000.00	Day 31

6	50% of Analyze and Design Phase Due Upon Complete	\$15,940.00	Day 45
7	50% of Develop Phase Due Upon Start	\$35,865.00	Day 46
8	50% of Develop Phase Due Upon Complete	\$35,865.00	Day 60
9	50% of Test Phase Due Upon Start	\$11,955.00	Day 61
10	50% of Test Phase Due Upon Complete	\$11,955.00	Day 75
11	50% of Deploy Phase Due Upon Start	\$3,985.00	Day 76
12	50% of Deploy Phase Due Upon Complete	\$3,985.00	Day 89
13	50% of Transition Phase Due Upon Start	\$3,985.00	Day 90
14	50% of Transition Phase Due Upon Complete	\$3,985.00	Day 95
	License and Services Payment Milestones Total:	\$247,400.00	

**Exhibit C-2 – Price and Payment Schedule****Miami-Dade County Seaport- EMV Simplify P2PE**

<b>Software Licenses</b>		
EMV Elavon Simplify 1-20 workstations	EMV Simplify software license (1-20 workstations)	\$10,000.00
<b>Subtotal:</b>		<b>\$10,000.00</b>

<b>Professional Services</b>	
Phase 1 - Initiation, Kickoff and Planning Services	\$2,640.00
Phase 2 - Analysis and Design Services	\$2,160.00
Phase 3 - Development and Configuration of iNovah and Interfaces	\$7,920.00
Phase 4 - Testing: Integration, Functional and User Acceptance Testing	\$2,160.00
Phase 5 - Deployment to Production and Go-Live	\$1,440.00
Phase 6 - Transition: Go-Live Support and Transition to Client Services	\$720.00
<b>Subtotal:</b>	<b>\$17,040.00</b>

<b>Annual Support and Maintenance</b>		
EMV Elavon Simplify 1-20 workstations maintenance	EMV Simplify maintenance (1-20 workstations)	\$2,500.00
<b>Subtotal:</b>		<b>\$2,500.00</b>

**Grand Total: \$29,540.00****Notes**

- The annual support and maintenance investment for application interfaces applies only to those interfaces written and maintained by Contractor. Support fees for interfaces include modifying interfaces to comply with changes forced by legislation or Contractor system upgrade. Support Fees for all payment collection software products licensed by Contractor include help desk support services and upgrades to the latest versions of the licensed software as they become available. The annual Software Support Fee for iNovah entitles the County to upgrades/updates to iNovah as defined in the master annual support and maintenance agreement.
- Contractor' pricing does not include the cost for changes to 3<sup>rd</sup> party systems.
- Travel to the Client's location will be billed as incurred, if required.

**Payment Schedule**

This schedule represents the fixed-price professional services investment for the design, development, coding, testing, and implementation the requested modification described in the Statement of Work. This investment will be paid in installments based on the milestones identified in the following payment schedule.

PAYMENT NUMBER	MILESTONES	PAYMENT AMOUNT
1	100% of License Fees due upon Execution of the Contract	\$10,000.00
2	Project Kick off	\$4,800.00
3	Delivery of Business Requirements Document	\$7,920.00
4	Implementation of enhanced software in Test Environment	\$2,160.00
5	Implementation of enhanced software in Production Environment (Go-Live)	\$2,160.00
<b>Payment Milestones Total:</b>		<b>\$27,040.00</b>

**Exhibit D**  
**Sample Change Order Form**

## Exhibit D – Sample Change Order Form

Change Order

## Contact &amp; General Information

<b>Client</b>	_____	<b>Date</b>	_____
<b>Client</b>	_____		
<b>Contact</b>	_____	<b>Software</b>	_____
		<b>Application</b>	_____
<b>Client Email</b>	_____		_____
	_____		_____

## Description of Work

Attachments: ☐

## Client Approval

000		\$0.00
<b>Chargeable Hours</b>	<b>Rate</b>	<b>Amount</b>
000	000	
<b>Non-Chargeable Hours</b>	<b>Total Hours</b>	

## Client Signature

## Date

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

## Internal Use Only

<b>Customer #</b>	<b>Application #</b>	<b>Originated by #</b>	<b>PO#</b>	000000
_____	_____	_____	_____	0