

**DEPARTMENTAL INPUT  
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

<input checked="" type="checkbox"/> <b>New contract</b>	<input type="checkbox"/> <b>OTR</b>	<input type="checkbox"/> <b>CO</b>	<input type="checkbox"/> <b>SS</b>	<input checked="" type="checkbox"/> <b>BW</b>	<input type="checkbox"/> <b>Emergency</b>	<b>Previous Contract/Project No. BW9567-0/17</b>
<input type="checkbox"/> <b>Re-Bid</b>	<input type="checkbox"/> <b>Other (Government Access)</b>	<b>LIVING WAGE APPLIES: _YES <input checked="" type="checkbox"/> NO</b>				

**Requisition/Project No:** RQFN1700001      **TERM OF CONTRACT:** 3 years with    one-year options-to-renew  
**Requisition/Project Title:-** ITRAN 300E PAYMENT PROCESSING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES

**Description:** To establish a legacy contract for the Finance Department in order to obtain continual hardware maintenance and support service for the ITRAN 300E payment processing equipment for the Tax Collector's Office.

**User Department(s):** Finance  
**Issuing Department:** ISD      **Contact Person:** MARGARET BROWN      **Phone:** 305-375-4914  
**Estimated Cost:** \$64,000.00      **Funding Source:** Proprietary Funding      **REVENUE GENERATING:**   

**ANALYSIS**

<b>Commodity/Service No:</b> 205		<b>SIC:</b>	
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases for Previous Three (3) Years Check here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
<b>Contractor:</b>	CREDITRON INC		
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>	\$280,000.00		
<b>Comments:</b>			
Continued on another page (s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		

**Basis of Recommendation:**

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**Signed:** Margaret Brown      **Date to SBD:** January 5, 2017  
**Date Returned to PM:** \_\_\_\_\_



INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT SERVICES

**Justification/Input Document for Non-Competitive Acquisition**

It is the policy of Miami-Dade County to consistently purchase goods and services using full and open competition. The citizens of Miami-Dade County are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes consultation with Internal Service Department's procurement staff can help avoid delays and facilitates effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification for that course of action must be submitted to ISD for approval and execution in order to waive the competitive bid/proposal process.

*Please provide the information requested below to support the need and feasibility for waiving the competitive bid/proposal process:*

Department:	Finance		
Contact Person:	Ana Castro-Cabrera	Phone Number:	305-375-5800
Requisition No.:		Estimated Value:	\$64,000
Proposed Vendor:	Creditron/NCR		
Previous Contract Number:	BW9567017	Previous Contract Value:	\$280,000

**Purpose of the Purchase**  
*Please describe your minimum requirements and the benefits of making the acquisition.*  
**Hardware maintenance by NCR of two NCR Itran high speed payment processing machines. Maintenance is required to ensure machines operate as designed and to replace parts as and when they fail.**

**Best Interest of the County / Uniqueness of Product**  
*Please provide a detailed description as to why a waiver of formal bidding is in the County's best interest (e.g., product standardization, compatibility, proprietary access or distributorship, how vendor is uniquely qualified to provide the needed product or service, etc.). Please note that a lack of advance planning is not an acceptable justification for a non-competitive acquisition.*  
**These are NCR machines and they are maintained by NCR since their purchase. NCR does not permit third party vendors to maintain their machines. Only NCR technicians are permitted to service NCR machines and only NCR parts are used.**



INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT SERVICES

**Market Research**

*Please describe your market research and the results thereof. This should include a description of other, similar sources or products available in the market if any and why they are not acceptable.*

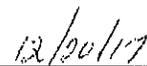
**Hardware maintenance research is not applicable as per NCR maintenance policy, only NCR technicians can maintain NCRs equipment.**

**Proposed Actions**

*Please describe the actions the department will take to overcome the present barriers to competition prior to any future acquisitions of this product or service.*

**There are no barriers to competition in this case. As long as NCR requires that their machines be maintained by NCR, the County is bound to comply.**

  
Department Director's Approval

  
Date Approved

### Non-Competitive IT Project Review

**Directions for Completion:** Departments requesting a non-competitive project review for new or existing Information Technology (IT) Systems are required to complete this questionnaire along with the appropriate Bid Waiver/Sole Source Justification Form. The response and explanation fields are to be fully completed to provide all background on the project. Please be as specific as possible and provide all backup documentation, doing so will expedite the review of your project.

The answers provided in the response field shall be according to the following format:

- "Y" – Yes
- "N" – No
- "N/A" – Not applicable

Current Contract Information:		
Questions:	Response:	Explanation:
When and how was the IT software/hardware initially purchased by the County? (Please provide contract number, award info, and applicable documentation)		Equipment was upgraded under contract: BW9567017 issued on 2/17/12
When does the current contract expire?		2/17/2017.
If the contract has expired, how are/have you been maintaining the IT hardware/software? (Provide explanation and documentation if applicable)	N/A	
Was maintenance and support included in the current contract? If no, why not? Did it include assistance with transition to a new system?	Y	Not a new system. We have had this equipment since 2012
What other applications does the System integrate/interface with?	N/A	This contract covers only hardware maintenance. Software maintenance and support is covered under a separate contract.

### Non-Competitive IT Project Review

<p>If a new system were deployed would it still be necessary to support the current system in parallel? How long would the legacy system need to be maintained and operational? Could historical data be stored in a data warehouse? What would be the cost?</p>	<p>N/A</p>	<p>This is a continuing hardware maintenance contract, not a new system. A new system is not being deployed.</p>
<p>What is the purpose of this IT hardware /software? What is the expected life cycle?</p>		<p>High speed payment processing hardware for the Tax Collector's Office. Life cycle is three additional years from the renewal date.</p>
<p>Is this product an integral part of the County / Department's technical infrastructure? Does it perform system critical functions? If so, what?</p>	<p>Y</p>	<p>This equipment is integral to the Payment Processing for Tax Collector's Office. It is used to process tax payments received in the mail for an approximate annual \$2 billion.</p>
<p>Are these solutions delivered through the Original Equipment Manufacturer (OEM) support? If no, is it delivered through authorized reseller or dealers?</p>	<p>Y</p>	
<p>On the current contract, is the User Access Program (UAP) and Inspector General being collected?</p>	<p>Y</p>	
<p>Does the current contract require insurance? <i>(Note: Any vendor required to come onto County property is required to have insurance throughout the term of the Agreement.)</i></p>	<p>Y</p>	
<p>Have you encountered any issues during the contract term regarding performance or compliance?</p>	<p>N</p>	
<p>Have you been satisfied with the performance of the vendor to date?</p>	<p>Y</p>	

### Non-Competitive IT Project Review

Market Research:		
Questions:	Response:	Explanation:
Are there available equivalents to the product or service you are requesting for this new project? <i>(Please provide documentation regarding your Department's market research)</i>	N/A	When the hardware is retired, the department will conduct research for new replacement hardware equipment.
If there are available equivalents, why do these products not meet your needs? What are the differences? <i>(Please be as specific as possible to provide sufficient detail to justify your request.)</i>	N/A	Only when the hardware is replaced in three years.
Can the vendor meet your long term needs? What research has been conducted to verify their ability to meet your expectation? <i>(Please provide documentation, as applicable, to show your findings)</i>	N	The equipment retires in three years, during this time we will be researching replacement equipment.
What other vendors offer systems capable of providing the County with a solution?	N/A	At this time, this is the only vendor who can provide maintenance for the equipment as the maker (NCR) only permits its trained technicians to work and maintained its equipment.
Are these solutions delivered through the Original Equipment Manufacturer (OEM) support or is it delivered through authorized reseller or dealers.	Y	Through OEM as only NCR maintains NCR hardware.
Are dealers required to complete a certification program or are they restricted to levels of support set up by the vendor/mfg? <i>(i.e. gold plan vs. platinum plan – gold allows vendor to maintain equipment but they do not have access to software upgrades or new system implementations. Platinum allows vendors to complete new product installs and all other support).</i>	N/A	

### Non-Competitive IT Project Review

What level support does the County require for this new project?	N/A	Not a new project
Are there other systems currently employed by the department / County that are similar that could provide a solution?	N	
If a new system were deployed would it still be necessary to support the current system in parallel?	N/A	There is not new system. Requesting to continue hardware maintenance.
How long would the legacy system need to be maintained and operational?	N/A	This is hardware (equipment) maintenance. Life expectancy of current hardware is three years.
Could historical data be stored in a data warehouse? What would be the cost?	N/A	Equipment, not data in this request.
Has the replacement system been reviewed and approved by the IT Leadership Council?	N/A	This is not a replacement system
<b>New Project Information:</b>		
<b>Questions:</b>	<b>Response:</b>	<b>Explanation:</b>
What are the business goals and objectives of this new project? (Please be specific)	N/A	Not a new project
What contract term would you like established? (Initial term plus any renewals)	N/A	Not a new project

### Non-Competitive IT Project Review

What allocation is requested on this new project? What is the basis of the allocation request? (i.e. Vendor quote, market research, etc.)  Please provide documentation if applicable.	N/A	
What is your funding source(s) for this new project?	N/A	Not a new project
Is this a grant funded project? If so, please provide grant documentation outlining the expiration date and requirements.	N/A	Not a new project
What budget year is it scheduled for?	N/A	Not a new project
Is the allocation enterprise or department based?	N/A	Not a new project
<b>Scope Information:</b>		
<b>Questions:</b>	<b>Response:</b>	<b>Explanation:</b>
Please provide a high level overview as to the scope of this project. A defined scope of work is to be provided with your submission.	N/A	Not a new project
What is your Project Timeline?	N/A	Not a project
What are the roles and responsibilities of the vendor?	N/A	Maintaining equipment
What are the roles and responsibilities of the County?	N/A	Not a new project
<b>Software Acquisitions:</b>		
<b>Questions:</b>	<b>Response:</b>	<b>Explanation:</b>
Is this a replacement of an existing software/system?	N	No software involved or purchased

### Non-Competitive IT Project Review

Is the software perpetual? If so, please provide a copy of the license agreement with your submission.	N/A	No software involved or purchased
Do you require professional services on the new contract? (i.e. Training, custom programming, consulting)	N	No software involved or purchased
How is the software licensed? (i.e. Per User, Enterprise, Concurrent User, Site)	N/A	No software involved or purchased
How many users?	N/A	No software involved or purchased
Do you want/need the new contract to provide the option to purchase additional licenses or services during the term?	N/A	No software involved or purchased
Do you require training for users on the new contract? How many users are to be trained? Levels?	N/A	No software involved or purchased
Where is the software hosted?	N/A	No software involved or purchased
Do you have a disaster recovery plan? If no, is the vendor required to provide collocation under the new contract?	N/A	No software involved or purchased
What are your long term plans with the system?	N/A	No software involved or purchased
Do you have the source code?	N/A	No software involved or purchased
Would you like software escrow added to the new contract?	N/A	No software involved or purchased
What is the life expectancy of the software? What value does this project provide to your department?	N/A	No software involved or purchased
<b>Hardware Acquisitions:</b>		

### Non-Competitive IT Project Review

Questions:	Response:	Explanation:
Was maintenance and support included in the original contract? If not, why?	Y	
Did it include assistance with transition to a new system?	Y	When the contract was first signed in 2012.
Is this product an integral part of the County / Department's technical infrastructure?	Y	Automated processing of \$2 billion in annual tax payments
What are the requirements for maintenance and support under the new contract?		Same as the expiring contract as supplied to Procurement Division
Will the vendor be required to come onto County property to provide technical support/assistance? If not, how will this be accomplished?	Y	To provide maintenance to the hardware
What level of support is required by your Department under the new contract? (i.e. 24x7, onsite repair, parts, etc.)		Office hours as per the expiring contract. 4-hour response
Does it perform system critical functions? If so, what?	Y	Automated processing of \$2 billion in annual tax payments
What would be the effect to the County if the maintenance / support services were not obtained?		We would have to process all these payments manually
What other systems does the hardware integrate/interface with?	N/A	None
Will the new contract require the vendor to maintain these integrations/interfaces with these systems also?	N/A	

### Non-Competitive IT Project Review

What is the life expectancy of the hardware?		3 more years
What value does this project provide to your department?		This equipment provides automation of approximately 2 billion dollars of tax payments (revenue) processed annually. High value since Tax Collector's Office does not have staff to process all these payments manually and in a timely fashion.
Do you need to have the ability in the new contract to purchase additional hardware components, parts, or services?  If so, please provide a detailed explanation as to your Department's requirements.	N	Not required at this time



**ITRAN 300E PAYMENT PROCESSING EQUIPMENT AGREEMENT**

THIS HARDWARE, IMPLEMENTATION, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN 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"), AND CREDITRON, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MARYLAND, HAVING ITS PRINCIPAL OFFICE AT 15800 CRABBS BRANCH WAY, SUITE 210, ROCKVILLE, MD 20855 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

**RECITALS**

A. County has acquired rights to use the ITran 300e Payment Processing Equipment Software, Hardware, and Documentation (as defined below).

B. Contractor shall provide the required maintenance and support services for the Hardware purchased by the County on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1 "Designated Hardware and Software Systems" shall mean the hardware products identified on Appendix "A" with which the Software is licensed for use by the County.

1.2 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Hardware and Software which are furnished to the County.

1.5 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the designated hardware.

1.6 The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions (Articles 1 - 34) and all associated addenda and all other attachments hereto and all amendments issued hereto.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 - 34 of this Agreement, 2) the Scope of Services (Appendix A), 3) Payment Schedule (Appendix B) 4) Designated Hardware Systems (Appendix A), any associated addenda and attachments.

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.



- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things 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.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement 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. AGREEMENT TERM**

5.1 The Agreement shall become effective on the date that is it is signed by the County or the Contractor, whichever is later and shall be for the duration of ~~five (5) years~~ *three (3) years*.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

5.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further 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. SUPPORT AND MAINTENANCE SERVICES**

6.1 Contractor Obligations. Contractor shall provide the County with the following support and maintenance services for the products licensed by the County:

- a) Help Desk technical support,
- b) Provision of firmware upgrades,
- c) Factory authorized repair services to be performed by the Contractor on site.

The support and maintenance services listed in this clause 7.1 only comprise the products purchased by the County, but not any new products of the same product family.

6.2 Telephone Support. For the term of this Agreement, Contractor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description. The Contractor's telephone support contacts are as follows:

**Support Contact Information**

Phone Number: 1-888-721-9510  
Email: [Support@credtron.com](mailto:Support@credtron.com)

6.3 Email Support. For the term of this Agreement, Contractor shall provide support via email. The error and priority levels set forth in clause 7.2 above and the response times indicated therein are applicable.

6.4 Subject Matter of Support Services. The subject matter of support services in clauses 6.1 and 6.2 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Maintenance Agreement.

**ARTICLE 7. PAYMENT**

7.1 Payment. The County shall pay for the Hardware, Accessories, and Training as set forth on Appendix B "Price Schedule" attached hereto. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

7.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 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.

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

7.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement 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 shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County 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.

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

Tax Collector's Office  
140 Flagler Street  
Suite 1401  
Miami, Florida 33130  
*200 NW 20 Ave  
MIAMI FL  
33128  
Attention: Armando Fresnedo ANA CASTRO - CABALLERA*

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

**ARTICLE 8. INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

Provider 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 Provider or its employees, agents, servants, partners principals or subcontractors. Provider 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. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider 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 vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, 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 vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. 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.



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 "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Article remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor.

#### **ARTICLE 9. DEFAULT AND TERMINATION**

9.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(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.

- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement 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 County Code.

9.2 Termination for Convenience. 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 and in such event:

- a) 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) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article are subject to audit.

9.3 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 29 (Confidentiality) or makes an assignment in violation of Article 11 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

**ARTICLE 10. NOTICES**

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 fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) To the County Project Manager:**

Tax Collector's Office  
140 Flagler Street  
Suite 1401  
Miami, Florida 33130

200 NW 2nd Ave  
MIAMI FL 33128

Attention: Peter Cam  
Phone: (305) 375-5570  
E-mail: [dac@miamidade.gov](mailto:dac@miamidade.gov)

**and to the Agreement Manager:**

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974



Attention: ~~Erick Martinez~~ *MARGARET BROWN*  
 Phone: ~~(305) 875-1075~~ *305 375 4514*  
 Fax: (305) 875-5688  
 E-mail: ~~emtnex@miamidade.gov~~

**(2) To the Contractor**

Credltron  
 15800 Crabbs Branch Way  
 Rockville, MD 20855

Attention: ~~Matt Disbrow~~ *Debbie Barratato*  
 Phone: (888) 721-9510  
 Fax: (301) 721-9515  
 E-mail: ~~mtdisbrow@credltron.com~~ *dbarratato@credltron.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 11. NONASSIGNABILITY**

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 12. INSPECTOR GENERAL REVIEWS**

12.1 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 herein, apply to the Contractor, its officers, agents, employees, subconsultants 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.

12.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County Agreements, throughout the duration of said Agreements, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total Agreement 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 Agreement renewals and extensions.

12.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following Agreements: (a) IPSIG Agreements; (b) Agreements for legal services; (c) Agreements for financial advisory services; (d) auditing Agreements; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance Agreements; (h) revenue-generating Agreements; (i) Agreements where an IPSIG is assigned at the time the Agreement 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 Administrative Order 3-2; (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 Agreement at the time of award

12.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County Agreements including, but not limited to, those Agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Agreements, 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 Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) 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 Agreement specifications and to detect fraud and corruption.

- a) 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 Agreement, 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 Agreement 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 13. GOVERNING LAW**

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

#### **ARTICLE 14. COUNTY USER ACCESS PROGRAM (UAP)**

14.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement 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 Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement 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 Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement 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. Vendor participation in this invoice reduction portion of the UAP is mandatory.

14.2 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 Agreement 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 3 work 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.

14.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

**ARTICLE 15. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**

**a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Department of Procurement Management, 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:

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|--|--|
| <ol style="list-style-type: none"> <li>1. <i>Miami-Dade County Ownership Disclosure Affidavit</i><br/>(Section 2-8.1 of the County Code)</li> <li>2. <i>Miami-Dade County Employment Disclosure Affidavit</i><br/>(Section 2-8-1(d)(2) of the County Code)</li> <li>3. <i>Miami-Dade Employment Drug-free Workplace Certification</i><br/>(Section 2-8.1.2(b) of the County Code)</li> <li>4. <i>Miami-Dade Disability and Nondiscrimination Affidavit</i><br/>(Section 2-8.1.5 of the County Code)</li> <li>5. <i>Miami-Dade County Debarment Disclosure Affidavit</i><br/>(Section 10.38 of the County Code)</li> <li>6. <i>Miami-Dade County Vendor Obligation to County Affidavit</i><br/>(Section 2-8.1 of the County Code)</li> <li>7. <i>Miami-Dade County Code of Business Ethics Affidavit</i><br/>(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (g) and (h) of the County Code and Section 2-11.1(c) of the County Code)</li> <li>8. <i>Miami-Dade County Family Leave Affidavit</i><br/>(Article V of Chapter 11 of the County Code)</li> <li>9. <i>Miami-Dade County Living Wage Affidavit</i><br/>(Section 2-8.9 of the County Code)</li> <li>10. <i>Miami-Dade County Domestic Leave and Reporting Affidavit</i><br/>(Article 8, Section 11A-60 11A-67 of the County Code)</li> <li>11. <i>Subcontracting Practices</i><br/>(Ordinance 97-35)</li> </ol> | <ol style="list-style-type: none"> <li>12. <i>SubLicensor /Supplier Listing</i><br/>(Section 2-8.8 of the County Code)</li> <li>13. <i>Environmentally Acceptable Packaging</i><br/>(Resolution R-738-92)</li> <li>14. <i>W-9 and 8109 Forms</i><br/>(as required by the Internal Revenue Service)</li> <li>15. <i>FEIN Number or Social Security Number</i><br/>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: <ul style="list-style-type: none"> <li>▪ Identification of individual account records</li> <li>▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County</li> <li>▪ Tax reporting purposes</li> <li>▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records</li> </ul> </li> <li>16. <i>Office of the Inspector General</i><br/>(Section 2-1076 of the County Code)</li> <li>17. <i>Small Business Enterprises</i><br/>The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2.</li> </ol> |
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2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

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

**18. Antitrust Laws**

**b) Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires 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 from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic 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 and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 16. ANNUAL APPROPRIATION**

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least ninety (90) days prior to cancellation. After final system acceptance and expiration of the initial warranty, there will be an early termination charge from the Contractor for canceling service/maintenance prior to the five (5) year term in the amount equal to three (3) months (\$ 4,917).

**ARTICLE 17. SEVERABILITY**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE 18. EMPLOYEES ARE THE RESPONSIBILITY 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 19. 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 20. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**



Miami-Dade County, Florida

- a) 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 before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties 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.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information 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 judgment 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 21. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or



statutory control) to a party.

- c) 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 22. 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 23. AUDITS**

The County, or its duly authorized representatives or 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 County Ordinance No. 03-2, 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 24. 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 25. SUBCONTRACTUAL RELATIONS**

- a) 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.
- b) 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.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will



Miami-Dade County, Florida

strictly comply with the requirements of this Contract.

- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the 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.
- e) 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 permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option 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 26. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to in Article 9 (Default and Termination) 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, except in case for which an extension of time is provided, 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.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame 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 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 time frame, the County may:



- I. treat such failure as a repudiation of this Agreement;
  - 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 27. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION**

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 28. 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 reprourement 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 29. CONFIDENTIALITY**

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



Miami-Dade County, Florida

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractors or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) 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 30. STATEMENT OF WORK**

Prior to the commencement of any additional Projects or Services outside of the Scope of Services as attached in Appendix A, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

**ARTICLE 31. DOCUMENTATION**

The Documentation delivered to the County will consist any and all operator's and user's manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the system; control file and scripts used to compile, link, load and/or make the applications and systems; test scripts, test plans and test data and other materials for use in conjunction with the applicable Software or Hardware.

The Documentation will in all cases be fully applicable to the use of the Programs with the Designated Hardware and Software Systems, and will identify and reflect any particular features of the Equipment which may affect the normal use and operation of the Programs. The Contractor shall deliver to the County ten copies of said Documentation. The County will have the right, as part of the license granted herein, to make as many additional copies of the Documentation as it may deem necessary.

**ARTICLE 32. EQUIPMENT WARRANTY**

- a) The Contractor warrants, for a period of ninety (90) days from the County's Final Acceptance, that any Hardware, and/or related Software provided by the Contractor shall:
  - (i) Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
  - (ii) Function properly and in conformity with the warranties in this Agreement;
  - (iii) Meet the performance standards set forth in the Scope of Services and the Original Equipment Manufacturer's published specifications.
- b) During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the



Miami-Dade County, Florida

- Hardware or Equipment provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.
- c) During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Hardware, Equipment and related Software it provides.
  - d) In the event the Contractor's Hardware or Equipment does not satisfy the conditions of performance, the Contractor's obligation is to provide repair at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

**ARTICLE 33. 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 subcontractors' 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 Article 32 "Equipment Warranty".

**ARTICLE 34. FORCE MAJEURE**

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

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Miami-Dade County, Florida

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

CONTRACTOR

MIAMI-DADE COUNTY

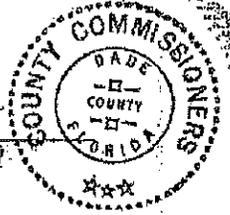
By: *Debbie Barrafato*  
 Name: *Debbie Barrafato*  
 Title: *VP Finance*  
 Date: *7/10/12*  
 Attest: *[Signature]*

By: *[Signature]*  
 Name: EDWARD MARQUEZ  
 Title: DEPUTY MAYOR  
MIAMI-DADE CTY, FL  
 Date: *7/17/12*  
 Attest: *[Signature]*  
*Edmar Marquez 7/17/12*

Notary Seal

Approved as to form and legal sufficiency

*[Signature]*  
 Assistant County Attorney



SUSAN D. HARRINGTON  
 NOTARY PUBLIC STATE OF MARYLAND  
 My Commission Expires October 6, 2013



APPENDIX A – SCOPE OF SERVICES

1. INTRODUCTION / BACKGROUND

*maintenance and support services on*

The Contractor, Creditron, shall provide the Miami-Dade County Tax Collector's Office with two NCR iTran 300e payment processing transports and associated maintenance and support services as further defined below. The equipment shall be installed, implemented, and integrated by the Contractor with the existing iImage software.

2. DESIGNATED EQUIPMENT:

*maintained and supported*

The equipment to be furnished by the Contractor shall be the following:

Item	Qty	Description
9820-3021-0090	2	iTran300e 300 DPM Transport, (Enhanced Hopper), WiseIP, Dual-font MICR, 100DPM Multifont Encoder
9820-F203	2	Front & Rear Imaging - Binary & Gray
9820-F144	2	Graphical Encoder - Rear Only
9824-1002-9090	4	Enhanced High Sped Pockets for iTRAN 300e/300s
9810-K371	2	Flat Panel Monitor
4060-4080-0094	2	TVSS 1 (L5-30R), 6' Cord, L5-30P, 120V, 30A
G625-9820-T000	2	iTRAN 300s WiseIP Platform Software
ST-iTRAN	2	Starter Kit (Supplies, NCR iTRAN)
9820-F700	2	International Packaging
Hardware Subtotal		PCs are being provided by Miami Dade Subtotal of the iTran300e
JPTP:IA OPC 140-400DPM	2	ItemAge One Pass Complete w/ Enc for 140-400 DPM
JPTP:IA IPAD 140-400DPM	2	ItemAge Flexi Pass Add-on for 140-400 DPM Trans

3. PROJECT COMPLETION TIMELINE

Contractor shall complete the implementation of the NCR iTran 300e payment processing transports within thirty (30) days from contract award. The Tax Collector's Office will manage the project with the Contractor and conduct all appropriate testing to ensure Final System Acceptance is achieved prior to the new systems being brought online.

4. CONTRACTOR RESPONSIBILITIES

The Contractor shall complete the following tasks:

- Remove existing NCR 7780 payment processing transports
- Furnish & install new NCR iTran 300e payment processing transports
- Integrate NCR iTran 300e payment processing transports with the Tax Collector's existing iImage software
- Support Services

The Contractor shall provide an initial ninety (90) day warranty and on-going maintenance services that provides non-emergency and emergency support to the Tax Collector's Office. The service plan shall include:

- o Non-Emergency Telephone Support during normal business hours (8:00am to 5:00pm Central Time), Monday through Friday.



- o Emergency telephone support outside of normal business hours, weekends, and holidays.

~~5. TRAINING~~

~~Contractor shall perform an on-site training course and shall provide the training materials and documentation for the hardware for the Tax Collector's Office personnel. The training course should at a minimum include the following:~~

- ~~• Cover the processes and procedures required to properly operate and maintain the Solution.~~
- ~~• Provide hands on training to County staff on how to operate the installed software and troubleshoot common errors.~~
- ~~• Train approximately five (5) County personnel.~~
- ~~• Provide training for County system administrators/trainers.~~

6. EQUIPMENT MAINTENANCE SERVICES

Maintenance service shall include labor and replacement parts necessary to maintain the Equipment in good operating condition when the Equipment is used under normal operating conditions. Such maintenance service shall be performed during normal business hours from 9:00 am to 5:00 pm Eastern Standard Time, excluding Saturday, Sunday and holidays. Remedial maintenance during other periods may be available, subject to prior agreement of Creditron and the County from time to time, either on a scheduled or hourly basis at Creditron's then current charges. Any scheduled preventive maintenance shall be performed at a mutually agreed time during the normal business hours, as described above. All charges for other than basic maintenance service and scheduled extra services shall be invoiced by Creditron as such charges occur. Scheduled extra services shall be invoiced in advance. Maintenance service shall not include the furnishing of any supplies including, but not limited to, paper rolls, ink pads, ink rolls, ribbons, keys, storage media and batteries. Supplies used with the Equipment covered by this Agreement must conform to Creditron's specifications.

7. CUSTOMER RESPONSIBILITIES

The County is responsible for: (a) operation of the Equipment and Software, (b) providing back-up systems and services upon a failure of Equipment or Software, (c) safeguarding all programs, data and removal of storage media before Creditron Service delivery begins, (d) backup and restoration of the system and data when necessary, and (e) internet for Creditron's remote access and diagnosis of problems when necessary.

The County will provide a "help desk or designated individual" to act as the first point of contact for users in the event of problems. This help desk/individual will be responsible for: (a) performing initial problem diagnosis to determine whether the problem results from a user error, or lies within the network or the system, (b) receiving and acting promptly upon the assistance, advice and recommendations provided by Creditron consultants where the County reasonably considers that action is appropriate, (c) assisting Creditron in carrying out any further problem determination or diagnosis procedures that may be required which may include the collection and transmission of evidence (either relating to the fault or its impact on the County's business), reasonably requested by Creditron, and (d) providing Creditron with confirmations that a Program problem is resolved.

Service required to be performed by Creditron as a result of negligence or other acts of the County, the County's officers, employees, agents, representatives and independent contractors or other third party, including without limitation, failure of communication media not maintained by Creditron; the County's failure to prepare and maintain the site in accordance with the applicable specifications; damage resulting from other than Creditron Equipment and/or Software; attachments or modifications not supplied or approved by Creditron; work performed on the Equipment and/or Software by other than Creditron



authorized personnel; and loss or damage from any external cause or due to fire or acts of God or other casualty, shall be at the County's expense.

The County shall make no alteration or modification to the Equipment and/or Software, nor install attachments to the Equipment without the written consent of Creditron. In the event that any such approved attachments or modifications increase the cost of maintenance, Creditron shall have the right to increase its maintenance charges accordingly.

Service charges do not include any sales, use, excise or other taxes imposed on the Services or materials furnished by Creditron.

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**Payment Milestones**

The timeline found below represents the payment milestone from the date of (Purchase Order) and the associated payment milestones.

PAYMENT MILESTONE FOR INSTALLATION AND IMPLEMENTATION SERVICES	PERCENTAGE	AMOUNT	COMPLETION MILESTONE
1) Arrival of equipment	91%	\$ 144,060	Week 1
2) Completion of implementation, testing, training, and final System Acceptance and Completion of Punch List	9%	\$14,810	Week 2
Sub-Total:		\$ 158,870	

PAYMENT MILESTONE FOR SUPPORT SERVICES	PERCENTAGE	AMOUNT	PAYMENT MILESTONE
3) Hardware Maintenance and Technical Support Service Fees Year 1	N/A	\$ 19,668	End of Initial Warranty
4) Hardware Maintenance and Technical Support Service Fees Year 2	N/A	\$ 19,668	End of Year 1 Warranty
5) Hardware Maintenance and Technical Support Service Fees Year 3	N/A	\$ 19,668	End of Year 2 Warranty
6) Hardware Maintenance and Technical Support Service Fees Year 4	N/A	\$ 19,668	End of Year 3 Warranty
7) Hardware Maintenance and Technical Support Service Fees Year 5	N/A	\$ 19,668	End of Year 4 Warranty
Sub-Total:		\$ 98,340	

<b>Grand Total:</b>	<b>\$ 257,210</b>
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Note: Maintenance and Technical Support Service fees shall be paid annually in advance.

*As per email*