

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. BW9640-3/19-1
Contract
 Re-Bid
 Other- Legacy
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQFN1900001
 TERM OF CONTRACT 5 YEAR(S) WITH 5 1 YEAR OTRs

Requisition /Project Title: Credit and Collection Management Software Solution

Description: The Information Technology Department, on behalf of the Miami-Dade County Finance Department, is soliciting proposals for the purchase of a Credit and Collection Management Software inclusive of all software licensing, implementation, integration, configuration, data conversion, training, maintenance and support services. The purpose of the Solution is to automate Finance business processes and incur efficiencies for both internal administration and external customer. The selected Proposer must implement the Solution no later than one year after contract execution.

Issuing Department: FINANCE
 Contact Person: Juliana Manjarres
 Phone: 305-375-3065
 Estimate Cost: \$2 M
 Funding Source: Internal Services Fund

ANALYSIS

Commodity Codes:	<u>92045</u>			
Contract/Project History of previous purchases three (3) years				
Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:				
Comments:				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:
See bid document

Signed: Juliana Manjarres
 Date sent to SBD: 08/01/2019
 Date returned to ISD Procurement:

This document is a draft of a planned solicitation and is subject to change without notice.



REQUEST FOR PROPOSALS (RFP) No. RFP00000
FOR
CREDIT AND COLLECTION MANAGEMENT SOFTWARE SOLUTION

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2019 at ____:00 AM (local time)
111 NW 1st Street, ____ Floor, Conf. Rm. ____, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:
Internal Services Department, Strategic Procurement Division
for

Information Technology Department / Miami Dade Finance Department

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Juliana Manjarres, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-3065
E-mail: juliana.manjarres@miamidade.gov

PROPOSALS DUE:

INSERT DATE AND TIME

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

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

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

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

Commented [MJ(1)]: Due to the revised amount Finance provided last week, this can no longer be an Expediter Procurement RFP.

Commented [MJ(2)]: Please have ITD review this draft and ensure they approve it.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Information Technology Finance Department ("ITD Finance"), on behalf of the Miami-Dade County Finance Department ("Finance"), is soliciting proposals for the purchase of a Credit and Collection Management Software ("Solution") inclusive of all software licensing, implementation, integration, configuration, data conversion, training, maintenance and support services. The purpose of the Solution is to automate Finance business processes and incur efficiencies for both internal administration and external customer. The selected Proposer must implement the Solution no later than one year after contract execution.

The County anticipates awarding a contract for a five year period, with one five -year option to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference: See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwriq@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date: See front cover for date and time.

Evaluation Process:

Projected Award Date:

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

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

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

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

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

1.4 **Aspirational Policy Regarding Diversity**

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

1.5 **Cone of Silence**

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

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

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

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

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

available to any person upon request.

1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.7 Public Entity Crimes

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

1.8 Lobbyist Contingency Fees

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

1.9 Collusion

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

1.10 Expedited Purchasing Program

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

1.11 Contract Measures

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

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

____% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent Affidavit can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

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

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

2.0 SCOPE OF SERVICES

2.1 Background

The Credit and Collections section of Finance active inventory is estimated at two million accounts with daily, weekly and monthly placements. Finance has grown two-fold in staff within the last year and there are plans for additional growth. The current system limitations and end of life cycle are affecting the daily operations and impeding the section's achievement of its maximum potential. Finance manages and collects most delinquent debts own to the County from various departments to include Clerk of the Courts, Code Enforcement, and medical debts among others.

2.2 Current Applications and Processes

Finance currently uses AdvantEdge system, version 1.44 by Professional Bureau of Collections of Maryland Inc. (PBCM) to manage County's Departments delinquent debts. The system was implemented in 2006. The system provides the ability to receive new accounts, assign to collector's queue, financial information, log activity, payment activity, and accounting reconciliation per County Department. The system integrates with the County Financial Accounting Management Information System (FAMIS) and the County payment gateway. The County anticipates the implementation of Oracle's PeopleSoft Financial System, Enterprise Resource Planning ("ERP") during the term of the resultant contract.

2.3 Objectives

The County would like to acquire a comprehensive, configurable software Solution for the automation of Finance's business processes that will provide a centralized platform for County's delinquents debts. The Solution will be used by Finance to collect outstanding debts with the most accurate information provided by County Departments.

The Solution is expected to receive Placements from different sources, process the information for collectors to have the most accurate information in order to reach the right contact and successfully integrate with FAMIS and ERP. For County hosted Solutions, the Solution shall be capable of operation ~~comply~~ with all County technical requirements as described in the attached Appendices.

2.4 MDFD Software Solution Licensing

The proposed Solution will be the core system for Finance. The Solution will integrate with several of the County's core systems such as ~~including~~ FAMIS, County Departments systems, and credit card payment gateway.

The County will consider Solutions hosted by ~~ITDthe Miami Dade County Information Technology Department~~ or by the selected Proposer. The County will consider subscription software licenses or perpetual licenses or any other license model that meets the

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Commented [MJ(4): County or third party? Would third party access the Solution?

Commented [MJ(5): We can't say "such as". All systems must be mentioned here

Commented [MJ(6): We need to list all County Departments systems the Solutions needs to integrate with

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County's needs described herein. For County hosted Solutions, the proposed Solution shall also include software licenses or cloud based software subscription pricing to accommodate the estimated number of users as listed below.

The proposed Solution is not required to use a "Per User" license model, however, the proposed Solution must accommodate, at a minimum, the number of total user listed below:

- Estimated users – 200 (100 concurrent users)
- Unlimited anonymous web portal users accessing the system to research delinquent account status.

The County prefers not to purchase separate licenses for third party applications which are embedded into the Solution, if any. All licenses that may be required by the Solution for third party software are to be included with the proposed Solution and maintained throughout the term of the resultant contract. If the proposed Solution requires third party software not embedded into the Solution in order to meet the technical and functional requirements of this solicitation, the County reserves the right to leverage software license agreements that may be in place between any proposed third party software copyright holders.

2.5 Technical Support Services

The County ~~standard requires an~~ escalation and response time ~~are~~ listed below:

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Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the Solution, whether hardware or software, is in a non-responsive state and severely affects Users' productivity or operations. A high impact problem which affects the Users.	15 minutes	One (1) Hour	15 minutes
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	One (1) Hour	Four (4) Hours	30 minutes
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	4 hours	Twenty-four (24) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	8 hours	72 hours for an acceptable work around until final resolution	Weekly Status Call

2.6 Data Conversion

~~The selected Proposer shall work with the County to acquire the historical data in a mutually agreed upon file format, with data from the various sources needing data conversion for loading into the proposed Solution's database. The selected Proposer must map the data of the extracted and transformed files to the database structure of the proposed Solution. The selected Proposer shall be responsible for the load of the data into the proposed Solution database.~~

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Extract, Transform, and Load process (ETL): The County is only responsible for the Extract portion (E). The Transform and Load are the responsibility of the selected Proposer. The County will Extract the data from its existing database and provide either a CSV or an Excel

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file for each of the tables. The Proposer will perform any Transformation needed on the data that will properly map, and the Proposer will Load the data into their software Solution.

2.7 Training

On-site training shall be provided including but not limited to the following roles: approximately 150 internal users (County staff), and system administrators. In addition, the Selected Proposer shall provide continuously accessible web training throughout the life of the contract for both internal and external users. The selected Proposer shall be responsible for providing all audio/visual and other necessary materials and equipment for scheduled on-site training sessions. The County shall provide a facility, inclusive of computer workstations with internet connectivity, to serve as the training site.

Commented [MJ(10): This is a large number of people to train. How many days do you think you will need? How many attendees? Proposers will propose different options, but its recommended that we understand our needs. Would you consider the train the trainer?

Commented [MJ(11): How many? Usually the training for administrators is different.

2.8 Core Functionalities

The County desires the Solution to provide the following functionalities:

1. Back-End Finance Administration Account Management

The Solution shall provide functionality to manage from beginning to end the collections flow of delinquent debts. The Solution shall also process receivables following General Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) accounting standards.

2. Program Management

The Solution shall enable Finance to administer and configure current business processes, metrics, and reports based on each County Department requirement.

3. Online Portal

The Solution shall include a public facing web portal available via the internet to allow users to search delinquent account status. be seamlessly integrated with the County portal defined in the system which is posted online and made available for the public.

2.9 Reporting

The proposed Solution shall have the ability to generate reports as well as export/download data into Excel or PDF format related to each of the modules/functions requested.

2.10 Interfaces

The following interfaces to and from the proposed Solution are needed to enable direct data transfer between various County systems such as FAMIS Financial system, and PeopleSoft ERP, Clerk of the Courts, and Jackson Memorial Hospital which will reduce staff data entry requirements and result in greater data integrity. See Appendix X for additional information regarding the requested interfaces.

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1. **Financial System FAMIS** - The Solution must provide a file as described on Appendix XA to be scheduled on a nightly basis to integrate with the County's FAMIS financial information system (Version 5.1).

2. **Financial System PeopleSoft ERP/Hyperion** - The Solution shall provide automated bi-directional web services integration with the County's PeopleSoft ERP (Version 9.1 moving towards 9.2) financial information system and Hyperion.

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3. **County Payment Gateway** – The Solution shall integrate with the County's payment gateway for all online credit card transactions.

4. **Elavon Credit Card Processing** – The Solution shall integrate directly with Elavon for all MDRF transactions.

5. **Miami-Dade Clerk of the Courts Integration** – The Solution should preferably integrate with the existing enterprise Clerk of the Court system for all citations.

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6. **Jackson Memorial Hospital Integration** – The Solution should preferably integrate with the existing enterprise Jackson Memorial Hospital system for all medical accounts.

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2.11 Solutions Administration

The Solution shall be comprised of the tools and/or modules that allow the system administrator to setup, configure, report, secure, and manage data information collected, accessed, and stored by the Solution. These tools and/or modules shall be designed for ease of use and provide a high level of control over the operation of the Solution.

A. Audit/History

The Solution must provide the ability to track the history or audit trail on any data element identified by the County as requiring history. An audit trail must include, the user, date, time, and actual data that is changed (from and to) at a minimum. Version control and user identification procedures must be maintained for data security.

B. Data Storage

A secondary database server that takes the processing load off of the primary real time database shall be provided for the purpose of data retrieval for reporting and data analysis. Required online data storage shall be provided to keep the historical data. The historical data shall be accessible by the System applications and tools. Data replication to the secondary data storage shall be a continuous automated process and should be transparent to the user.

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C. Access Security

The Solution shall deny access to all users without proper access level to functions and data.

D. User Authorization and System Security

The Solution shall provide a user security access module/tool for the system administrator to configure access levels to the Solution system. This module/tool shall provide a copy feature for duplicating existing user profile/security access. The proposed Solution should have an option to be LDAP-integrated. This would avoid users having to enter a password, since they are already logged into the County network.

D.1. Ability to add new users and user groups as needed, including strong passwords, unique user name/password identification, lock-out access after a certain number of attempts (with reset capability for the system administrator), and https/128-bit encryption.

D.2. User authorization functions shall include, but not be limited to:

1. Record a user's profile (name, location, contact information)
2. Assign a group or role(s) to the user, including read-only
3. Restrict entire groups and users from identified sections of the system
4. Assign a department/location to a user profile
5. Restrict users to a specific department(s) or location(s)
6. Ability to provide security at module, form and field level by user role.
7. Personal identification information and other sensitive data shall be encrypted.
8. Ability to provide two factor authentication.
9. Ability to configure a sign out timeout interval by user role.

2.12 PCI Card Industry Compliance

3.0 Requirements

The County is seeking a System that fully complies with Payment Card Industry ("PCI") Security Standards. The County's current process for establishing and maintaining such compliance is outlined in Appendix X, attached herein.

Proposed systems that fall outside of the requirements stated in this document shall be reviewed by the Finance department Enterprise Security Office ("ESO"), and subjected to a risk assessment to ensure the system offers sufficient protection of cardholder data. Exceptions shall require written justification, including cost/benefit analysis by the requesting department / proposed system provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

The Contractor shall comply with the Payment Card Industry Data Security Standards 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/applications/processes meet PCI compliance requirements:

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~~1. Contractor's current annual PCI Compliance certification. The County has the auditing right to request copies of the PCI compliance certifications at a later time.~~

~~2. During an installation or a major system upgrade the contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across MDC's systems and networks.~~

~~3. Vendor Form – Payment Application(s) (refer to Appendix C) – Only applicable to the vendor who is installing the product in County environment.~~

~~b) Contractor shall resubmit the aforementioned passing, updated, completed and signed PCI compliance documents annually to the County. Furthermore, the Contractor shall update their Solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Security Council and remediate any critical security vulnerabilities within 30 days of identification.~~

~~c) Sensitive Authentication data and Primary Account number shall not be stored by the vendor application at any point, even if masked. Any other Card holder data should not be stored by the vendor application unless it is absolutely needed for County's operations.~~

~~d) POS (Point of Sale) and Retail transactions must be routed directly to Miami Dade County's merchant provider (ELAVON) and must be EMV compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, Samsung Wallet.~~

~~e) Internet transactions must be routed through Miami Dade County's Internal Payment Gateway (Payment Card and eCheck).~~

~~f) Transactions processed through the Miami Dade County Internal Payment Gateway are prohibited from accepting/processing PIN numbers for security reasons. Debit card transactions must be processed as credit card transactions. Miami Dade County provides three (3) basic services that allow Contractor applications to interact with its Payment Gateways:~~

- ~~1. Web based Credit Card Transaction Service~~
- ~~2. Web based ACH (e-Check) Transaction Service~~
- ~~3. Recurring Payment Service (for monthly or yearly recurring payments).~~

~~This service will allow merchants to develop recurring credit card payments on behalf of their payors. This is a SOAP Web Service, and Miami Dade County will provide the service WSDL and the necessary documentation. The Recurring Payment Service is PCI compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.~~

~~There are two different ways that a merchant customer can handle the Credit Card or ACH (e-Check) transaction processing;~~

~~a. Option #1:~~

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

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

~~b. Option #2:~~

~~A vendor application will utilize a Payment Module Web Application developed and maintained by Miami Dade County. This Solution can be a standard web application, a mobile web application, or both. A link will be provided on the vendor application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the vendor's application), there would be a "Pay Now" button that will redirect the payer to the Miami Dade County Payment Module via HTTP's post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires~~

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~~only minor development effort on the vendor side. The vendor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted, SSL protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the vendor application. This Solution will not require the client application to be hosted in Metronet. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the vendor side.~~

2.13 **INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

Commented [MJ(18)]: How would this apply?

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

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

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

2.14 **Maintenance Support**

The selected Proposer shall provide the County with standard software maintenance services ~~and technical support~~ covering, as listed below:

1. All software shall be of the most recent release and all software upgrades issued by the Selected Proposer shall be available to the County at no additional charge. The software maintenance plan shall include the installation of new releases by the Selected Proposer, at no additional cost to the County.
- ~~2. Corrections of substantial defects in the software Solutions so that the Solution will operate according to specifications, and shall be resolved as Severity Level 1. See Technical Support Services Chart, Section XX above.~~
- ~~3.2~~ Periodic updates of the Solution may incorporate
 - a. Corrections of any substantial defects
 - b. Fixes of any minor bugs
 - c. Fixes due to any conflicts with mandatory operating security patches, to be resolved as Severity Level 1
- ~~4.3~~ Enhancements made to any Solution components that FinanceMDFR has licensed.
- ~~5.4~~ Updates to the Solution shall be provided as determined by legally mandated requests.
- ~~6.5~~ Updates to the Solution shall be provided in order to maintain PCI compliance requirements.
- ~~7.6~~ Remote server access to any County server providing the application services either by Citrix SSL VPN, Encrypted Connection or dedicated IP address; access will require prior approval from Miami-Dade County.
- ~~8.7~~ Maintenance of other non-production County environments, such as test, development and staging shall be included as part of support.

2.15 **Technical Support**

~~The selected Proposer shall provide the County with standard technical support covering, as listed below:~~

- ~~1. Corrections of substantial defects in the software Solutions so that the Solution will operate according to specifications, and shall be resolved as Severity Level 1. See Technical Support Services Chart, Section XX above.~~

2.452.16 Implementation

The proposed Solution shall be fully implemented, including completion of customization, configuration, integration, testing, user training and final acceptance within twelve months from the contract start date.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

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

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

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's R relevant experience and qualifications of key personnel, including including key personnel of subcontractors, that will be assigned to this this project, and experience and qualifications of subcontractors.	40 40
2. Proposer's approach and methodology to providing the services listed in Section 2.0, including integration with County interfaces , Solution usability, implementation, hosting, training, maintenance, and technical support services. e interfaces	10 10
3. System Functionality : Proposer's capability to meet the functional Training methodologies, system documentation, ongoing training and technical specification requirements after implementation, and system updates/upgrades scheduled described in this Solicitation.	40 40
4. Proposed timeline for complete Solution implementation.	?? ??

<u>Price Criteria</u>	<u>Points</u>
5. Proposer's proposed price	20

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4.3 Oral Presentations

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

4.4 Selection Factor

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

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

OR

A Selection Factor is not applicable to this Solicitation.

OR

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

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

4.5 Local Certified Veteran Business Enterprise Preference

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

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

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

4.7 Local Preference

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

4.8 Negotiations

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

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

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

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

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

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

4.10 Rights of Protest

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

5.0 TERMS AND CONDITIONS

The County's anticipated form of agreement is attached. ~~Proposers should review the Draft Form of Agreement. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement.~~

~~a) Vendor Registration~~

~~Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.~~

~~b) Insurance Requirements~~

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

e) – Inspector General Reviews

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

d) – User Access Program

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

[Appendix A – Procedures for Protection of Miami-Dade County Sensitive Data](#)

[Appendix B – Miami-Dade County IT Security Matrix](#)

[Appendix C – Miami-Dade County Cloud Service Usage Policy](#)

[Appendix D – Miami-Dade County Technology Model](#)

[Appendix E – PCI Compliance](#)

Draft Form of Agreement

Proposal Submission Package:

Proposer Information Section

Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist

Registration Form, and Contractor Due Diligence Affidavit

Form 1 – Price Proposal Schedule