

REQUEST FOR PROPOSALS (RFP) No. 690
For
ELECTRONIC CONTENT MANAGEMENT SOLUTION WITH CUSTOMIZABLE
WORKFLOW CAPABILITY

ISSUED BY MIAMI-DADE COUNTY:

Department of Procurement Management (DPM)
for the

Enterprise Technology Services Department, Finance Department, and Seaport Department

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PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:
Friday, September 25, 2009 at 2:00 PM (local time)

at

CLERK OF THE BOARD

Stephen P. Clark Center

111 NW 1st Street, 17th Floor, Suite 202

Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board 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 mail delivery 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).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. 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. Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

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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 Enterprise Technology Department (ETSD), Finance Department (FN), and Seaport Department, is soliciting proposals for an Electronic Content Management Solution with Customizable Workflow Capability (ECM).

The County anticipates awarding a contract for a three (3) year period, with two (2), two-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

The anticipated schedule for this RFP and contract approval is as follows:

RFP Available for Distribution:	Friday, August 21, 2009
Pre-Proposal Conference	Wednesday, September 9, 2009 at 9:00 A.M. (local time)
Location:	101 West Flagler, Miami, FL 33130 Main floor conference room
Pre-Proposal Question Period Ends:	Friday, September 11, 2009 at 5:00 p.m. (local time)
Deadline for Receipt of Proposals:	Friday, September 25, 2009 at 2:00 p.m. (local time) (See Section 1.4 for location)
Evaluation/Selection Process:	Anticipated to begin the week of September 28, 2009
Oral Presentations, If Conducted:	Anticipated to begin the week of October 28, 2009
Deadline for Best and Final Offer (BAFO), If Needed:	Monday, November 30, 2009
Projected Award Date:	Anticipated March - April 2010

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:

- (a) The term "Application Software" or "Licensed Software" to mean the license programs that will be used to perform the tasks specified in the Scope of Services.
- (b) The terms "Contractor" or "Consultant" or "Vendor" to mean the Proposer who receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant."

- (c) The term "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- (d) The term "Days" to mean calendar days.
- (e) The term "Deliverables" to mean the tangible work product submitted by the Contractor to the County.
- (f) The term "Enterprise License" to mean licensing covering all Miami-Dade County facilities and staff, and its citizens.
- (g) The terms "Enterprise Technology Services Department" or "ETSD" to mean Miami-Dade County's central information technology department.
- (h) The term "Evaluation/Selection Committee" to mean the group of individuals who will be reviewing the submitted Proposals and eventually recommending a Proposer(s) for award.
- (i) The term "Existing Hardware" to mean the hardware infrastructure that the Licensed Software must be able to operate in.
- (j) The term "Final Acceptance" to mean the successful completion of the Hardware Functionality, Data Load, Module Functionality, Integration, System Reliability Testing and User Acceptance Testing which demonstrate that all System functions are operational and perform as required by Section 2.0: Scope of Services of this RFP.
- (k) The term "GoLive" or "GoLive Date" to mean the date on which the delivered System is used in a production environment.
- (l) The term "County Computer Network" to mean everything associated with providing Wide Area Network services, Local Area Network services and wireless services, including all servers and applications.
- (m) The term "Maintenance" to mean keeping the license software in a condition so that it operates as set forth in the documentation and in conformity to Section 2.0: Scope of Services of this RFP.
- (n) The term "Module" to mean a distinct component of the "Licensed Software."
- (o) The term "Proposer" to mean the primary person, firm, entity or organization submitting a response to this Solicitation and stated in Form A-1.
- (p) The terms "Scope of Services" or "Scope of Work" to mean Section 2.0 of this RFP, which details the work to be performed by the Contractor or Subcontractor.
- (q) The term "Services" to mean all actions performed or to be performed by the Contractor or its Subcontractors as listed in Section 2.0: Scope of Services of this RFP.
- (r) The term "Short-list" to mean a narrowing of the field of consideration.

- (s) The term "Solicitation" to mean this Request For Proposal (RFP) document and all associated addenda and attachments.
- (t) The terms "Subcontractor" or "Subconsultant" 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 Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- (u) The term "System" to mean the total complement of hardware, software, goods and services, peripherals and all other items, tangible and intangible, designed to operate as an integrated group.
- (v) The term "Technical Review Committee" to mean the group of individuals who will be assessing the software functionality, and the technical, operational, and maintenance requirements of each Proposal and providing reports to the Evaluation/Selection Committee.
- (w) The term "Third-Party" to mean any company or subcontractor, other than the Contractor, who will provide software, and/or services in order to fulfill the requirements of Section 2.0: Scope of Services of this RFP.
- (x) The term "User" to mean anyone accessing the licensed software, including both staff and citizens.
- (y) The term "Warranty Period" to mean the period beginning with Final Acceptance of the System and continuing for one year.
- (z) The terms "Work," "Services," "Program," "Project," or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with Section 2.0: Scope of Services of this RFP 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 responses; accept parts of any and all responses; 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 responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals 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 or upon the expiration of 180 calendar days after the opening of proposals.

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". The Proposer shall not

submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

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 ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, 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 Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager'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 selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or 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, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any County employees, 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 necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, 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 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 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 Manager 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.

1.7 Collusion

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 or the principals 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 interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. 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.

2.0 SCOPE OF SERVICES

2.1 Introduction

Miami-Dade County is the largest county in the State of Florida employing approximately 30,000 workers who provide services to over 2.4 million residents. It includes unincorporated areas of the County and 36 municipalities, among them the cities of Miami, Miami Beach, Coral Gables, and Hialeah.

The County government is comprised of over 60 County agencies and departments which are in disparate businesses. There are public facing departments such as Aviation, Human Services, Park and Recreation, Property Appraisal, Seaport (SP), and Water and Sewer. There are internal service providers such as Human Resources, General Services Administration, ETSD, and Finance Department.

The Enterprise Technology Services Department (ETSD) wishes to acquire an enterprise Electronic Content Management (ECM) system. The ECM will be the core content management system for Miami-Dade County. The ECM will be used by the citizens and employees of Miami-Dade County. In addition, other government organizations that may choose to utilize the enterprise ECM include, but would not be limited to: the Clerk of the Court, Property Appraiser, State Attorney's Office, Public Defenders Office, as well as all local governments located within Miami-Dade County.

The County currently utilizes a document management system providing services to a number of County departments. It is anticipated that in year one of the implementation of the new ECM, all new departmental applications and workflows will be developed and implemented on the new ECM platform. The development in year 1 may be performed by County staff. The vendor may be asked to provide a statement of work (SOW) for individual projects. The vendor rates will be the rates quoted on Form B-1, Price Proposal Schedule, E Additional Services. In year 2, the County will begin implementation of a plan to migrate applications, workflows and forms from the legacy EDMS to the new ECM eventually retiring the legacy EDMS system currently in place. County staff, the vendor via a separate SOW, or jointly will perform the work in year 2.

Furthermore, the Finance Department is soliciting proposals for an accounts payable imaging and workflow automation (IWA) solution for the processing of accounts payable invoices and related documents for use by Miami-Dade County. It is the desire of the Finance Department to to contract with the selected Proposer to implement a fully tested and proven software IWA application that works in conjunction with the above-mentioned enterprise ECM solution.

The County currently uses for financials and procurement the ONLINE FAMIS financial system (hereinafter referred to as FAMIS) from Tier Technologies Inc. (recently acquired by Cogsdale Holdings, Ltd). The major County facilities are connected via a County owned fiber optic network. The fiber is monitored and maintained by ETSD. There are several computing facilities in the County. It is expected that the chosen IWA and ECM solutions will run "hot" in two geographically distant facilities replicating images.

Acronyms:

ACH/EFT	automated clearing house/electronic funds transfer
AP	accounts payable
API	application program interface
BMP	bitmap

CAD	computer-aided design
CD	compact disk
COLD	computer output to laser disk
COLD/ERM	computer output to laser disk/enterprise report management
ECM	enterprise content management
EPA	Environmental Protection Agency
ERM	enterprise report management
FAMIS	financial accounting management information system
GL G/L	general ledger
HIPAA	Health Insurance Portability and Accountability Act
HTML	hypertext markup language
IWA	imaging & workflow automation
JPEG	joint photographic experts group
LDAP	lightweight directory access protocol
MFD	multi-function devices (copier/fax/printer)
MFP	multi-function peripheral (copier/fax/printer)
NAS	network aside storage
OCR	optical character recognition
OLF	Online FAMIS
PDF	portable document format (from Adobe, Inc)
SAN	storage area network
SOAP	simple object access protocol
SOX	Sarbanes-Oxley Act
TIFF	tag image file format
XML	extensible markup language

Legal References:**United States**

Department of Defense (DoD) 5015.02-STD – Electronic Records Management Software Applications Design Criteria Standard

Health Insurance Portability and Accountability Act of 1996 Privacy Rule

Federal Information Processing Standards Publication 180-1 – Secure Hash Standard

State of Florida

Florida Statute Title VII Chapter 92.29 – Photographic or electronic copies

Florida Statute Title X Chapter 119 – Public Records

Florida Statute Title XXXIX Chapter 668 Part I – Electronic Signatures (ss. 668.001 – 668.006)

Chapter 1B-24.003 Florida Administrative Code – Records Retention Scheduling and Disposition

Chapter 1B-26.003 Florida Administrative Code – Records Management – Standards and Requirements – Electronic Recordkeeping.

2.2 Background

2.2.1 Miami-Dade County

Miami-Dade County wishes to replace the current document management solution with a new enterprise electronic content management system (ECM). Furthermore, the County wishes to obtain an accounts payable imaging and workflow automation (IWA) solution for use by the Miami-Dade County Finance Department in the processing of accounts payable invoices; said IWA solution must work with the chosen enterprise ECM system. The County anticipates awarding a contract for a three (3) year period, with two (2) two year options to renew, at the County's sole discretion.

2.2.2 Current Enterprise Content Management System (ECM)

The County currently utilizes emPower from Global 360 as the Enterprise Content Management System (ECM) solution. This solution utilizes a web browser (MS Internet Explorer) as its interface and uses Oracle as the database repository. ECM has over 700 application programming interfaces available as well as a generic web service.

A. Enterprise Hardware Infrastructure

Miami-Dade County has two separate emPower (EDMS) infrastructures on gigabit switched network.

Enterprise Technology Services Department's EDMS environment is currently comprised of 33 physical and 11 virtual Wintel servers running distributed emPower v3.7 P3 applications (including custom interfaces) on a Windows 2003 Server platform. Our 10G R2 Oracle databases resides on an IBM Squadron running AIX 5L. This infrastructure supports about 600 concurrent users.

The infrastructure is dispersed in three main sites within Miami-Dade County and contains over three terabytes of SAN storage each. Two of these production sites also host failover installations of emPower products to support high availability requirements.

The Department of Environmental Resources Management (DERM) possesses 17 Wintel servers in a single site, two of which are used for hosting their Oracle 10G R2 databases. The department also has presence on the web and a server outside the DMZ or Firewall for that purpose. They have approximately 1 terabyte of storage allocated to EDMS and serve 350 users.

B. Enterprise Software Infrastructure

Miami-Dade County's EDMS product, "emPower", utilizes an application titled "Object Server" to host their image stores. This application is installed on nine servers in the County's EDMS infrastructure (seven production, four test machines). In addition to managing licensing, these servers are responsible for the retrieval and storage of images to their respective clients (IIS server, print servers, thick clients, etc). These servers are connected to a storage attached network (SAN) array which is where all production images or "objects" are stored.

The Object Server software contains a process termed "replication" which sends a copy of every image/object written to an offsite location for high availability. In the

event an object server goes down, the replicated server will satisfy requests for image retrieval from clients. This occurs transparent to end-users. In the event of a disaster, a rebuild utility can restore objects back to a new primary object server.

The emPower product is modular and distributed and as such different applications/components are running on dedicated servers to provide optimal performance. Several of these servers provide end-user connectivity to the image store through a web based product. Most all users in Miami-Dade County use the web based-interface while a small portion utilizes a client-server (sometimes referred to as a "thick client") application to access images. Because of this configuration, it is critical that the web based client is running and accessible 24 hours a day, seven days a week.

In addition to web hosting and image retrieval, other applications provide print and faxing services, workflow and automation services, image conversion (tiff to pdf, word to pdf, etc.), COLD processing and customized solutions.

C. Enterprise Database

Meta data for every image/object and its location is stored in an Oracle 10G R2 database. The database instance for emPower is divided into two distinct types of schemas. The Object Server uses its own database schema, comprised of 12 tables, to locate images, manage resources (disk and jukebox storage) and conduct replication. Each Object Server requires its own set of tables so a separate login and user schema must be configured individually.

The second portion of the database instance is where all image/object meta data, user accounts, workflow, system tables and logs are recorded. This is a single and separate schema regardless of the amount of Object Servers. This schema contains 87+ default tables and any customized libraries added after initial setup. The amount of tables grows considerably as the system expands.

D. Enterprise Mass Scanning

To facilitate large volume scanning in departments, Miami-Dade County utilizes Kofax Capture 7.5 and 8.0 by Kofax, Inc.

The customized "release script" within Kofax Capture ports all images after they have been processed and indexed into the emPower system.

Most departments configured to use Kofax Capture do so using a separate scanning infrastructure, some involving full time scanning and processing personnel.

The Department of Environment Resources Management (DERM) uses emPower's Mass Scan utility for their scanning needs.

E. Enterprise Image Libraries and Customized Functionality

The following is a list of image/object libraries currently in production within the ETSD enterprise Infrastructure.

Human Resources Department (HR) - 5.5 Million Documents

The Human Resources Department currently maintains all County Personnel files within the emPower system. This library is widely used by every department's HR representative in addition to allowing employee's to access their individual folder.

COLD processing is used in this library to automatically insert cost of living increase notifications for each employee as a PDF document.

A nightly database maintenance procedure updates all folder information within emPower to match the County's Mainframe.

All persons requesting employment with the County are screened with a background check and medical check. These documents are produced by a third party. The "Applicant" system collects background check information from a vendor and then routes it via workflow to the appropriate persons' folder within HR. Medical files are also collected from a medical facility via FTP and are deposited into the HR repository and or actual employee's personnel folder.

The Human Resources Department employs a full time scanning staff of approximately 12 persons.

Miami-Dade Police Department (MDPD) - 2.5 Million Documents

Miami-Dade Police Central Records Division stores Offense Incidents, Criminal History, PTAs (Promise to Appear) and other police related documents within the emPower system.

The Central Records Division employs a full time scanning staff of approximately 25 persons. Other divisions within the department utilizing EDMS conduct scanning as part of their normal job duties. Individual batch programs download data from the Criminal Justice and Crime Analysis Systems to add and modify folders with Offense Incident and Criminal History information.

Miami-Dade Police Crime Lab and Office of the Director utilize emPower and Kofax Capture in a "scan, store, retrieve" capacity. In addition the Crime Lab utilizes work flow and online forms to track forensic biology samples and cases. Reports are run from within emPower in reference to cases processed.

Miami-Dade Police Crime Scene and Traffic Homicide division store photos directly from media cards with a custom coded application written in-house.

Property Appraisal Department – 18.2 Million Documents

The Property Appraisal Department produces via COLD, tax-related notices that are mailed out to every property owner within Miami-Dade County. Other tax-related documentation is scanned into the system using Kofax Capture. Many of these documents are involved in a workflow process for review and approval.

A custom coded application written by Global 360 group folders with related information, adding shortcuts to assist in locating content.

Many documents within the Property Appraisal library are faxed to residents by request using a multi-line fax system by Esker, integrated into emPower.

The Property Appraisal Department employs a full time scanning staff of approximately 5 persons.

Miami-Dade Elections Department – 1.5 Million Documents

The Miami-Dade Elections Department scans every precinct register after a County-wide or Municipality election using Kofax Capture and counts signatures of voters that participated. The total amount of signatures is compared to the number of ballots collected as part of the process to certify an election. The register is then stored for later retrieval.

Additional documents such as financial disclosures and petitions are also scanned.

Office of Neighborhood Compliance – 2.1 Million Documents

The Office of Neighborhood Compliance stores information pertaining to citizen related issues such as lien collection, false burglar alarm reporting, trash accumulation on property, overgrown vegetation on residential property, abandoned vehicles, vacant lots, neighbor complaints and more. The Office tracks and maintains cases using the Case Management System Application (CMS), written by ETSD development staff.

CMS uses a web service to interface with emPower to allow the storage and retrieval of case related photos and documents. Several documents are produced by CMS itself in PDF format and are stored directly into emPower for later retrieval.

Miscellaneous Libraries

The following Libraries contain documents for use by a variety of departments. These libraries are almost exclusively “scan, store, retrieve” in nature and make up the remainder of our 32 million documents currently available for retrieval.

- GSA Elevator Inspections
- GSA Compensation Checks
- Code of Ethics
- Office of the Tax Collector
- Transit Department Engineer Drawings
- Department of Corrections
- Finance Payroll

Department of Environmental Resources (DERM) – 1.2 Million Documents

The Department of Environmental Resources maintains over 30 environmental program libraries within the empower system. These libraries are used on a daily basis by DERM staff as well as public visitors. DERM's permit program libraries are currently available to County residents via the internet.

The ITRM division currently has 7 full time staff members providing scanning support for DERM's EDMS users. In addition DERM divisions also handle part of their scanning needs. DERM's EDMS environment is currently self supported and maintained by DERM Operations personnel.

DERM uses API's as well as web services to add and view objects in the EDMS environment from several DERM applications, such as PEN and EEOS.

2.2.3 IWA

The current Accounts Payable process in the County is semi-centralized. The individual County agencies and departments procure and receive goods and services from the suppliers; and the vendor invoice is mailed to the individual department. The invoice is reviewed, approved and matched by department staff which also enters invoice information into FAMIS. The department staff forwards the approved original documentation to Finance central office. Finance accounts payable (AP) staff reviews the documentation, follows up issues with the department, and approves FAMIS AP voucher for payment. Check is issued and mailed to the vendor or payment is provided via ACH/EFT, and documents are stored for required retention periods.

2.2.4 Port of Miami (POM)

The POM directly employs approximately 410 employees, with an internal IT staff of 20 employees who are responsible for the management of POM applications and integration with County enterprise systems. An ECM will expedite the millions of documents and transactions that permit all vehicles, passengers, and private firm employees to clear Port security systems (interfacing with Homeland Security).

POM documents range from standard back-office documents (e.g., purchase orders, invoices, personnel files) to large-format drawings (e.g., floor plan diagrams, engineering drawings, architectural blue prints). Although the proposed system will be evaluated based on all criteria herein, extra emphasis will be placed on (in order of importance) integration, workflow and business process management (BPM), and electronic forms. Also, the POM is interested in having the Proposer develop an application – the Permit Application (described in this document) – to integrate with the existing Permit System. This application, done in cooperation with the POM IT staff, will provide the means to obtain the training and knowledge transfer to prepare a POM Systems Analyst for full system administration and application development.

2.3 Objectives

Miami-Dade County's overall objectives are:

1. Acquire and install a new enterprise content management system (ECM). The County expects the vendor to provide training and install the ECM with County staff.
2. Implement an enterprise accounts payable IWA solution. The IWA will utilize the new ECM solution as its repository and any other functionality the vendor may choose to utilize. The County will not consider a different repository than the chosen ECM solution.
3. Optionally implement a permit application system at the Port of Miami. The Port is anticipating the ECM to have the necessary functionality for their project with the

possibility of some customization. The County will not consider a different repository than the chosen ECM solution.

4. Obtain pricing for professional services as the County requires. The County intends to use the negotiated contract as a vehicle for hiring professional services. These professional services may include, but are not limited to:
 - a. Assistance with migrating libraries from the current EDMS application to the new ECM application.
 - b. Developing new ECM solutions for County departments.
 - c. Developing integration points between the new ECM and other County applications.

2.3.1 ECM.

Miami-Dade County wishes to acquire a new enterprise content management system to replace the current electronic document management system. The ECM will be the core electronic repository for official County records. All County departments will utilize the ECM by storing and sharing documents. County departments will also use electronic forms with workflow for business process improvement. It is also expected that municipalities will also be utilizing the ECM for various County records. The various police departments located within the boundaries of Miami-Dade County intend to utilize the ECM to store all arrest reports.

The County currently utilizes a document management system providing services to a number of County departments. It is anticipated that in year one of the implementation of the new ECM, all new departmental applications and workflows will be developed and implemented on the new ECM platform. The development in year 1 may be performed by County staff. The vendor may be asked to provide a statement of work (SOW) for individual projects. The vendor rates will be the rates quoted on Form B-1, Price Proposal Schedule, E Additional Services. In year 2, the County will begin implementation of a plan to migrate applications, workflows and forms from the legacy EDMS to the new ECM eventually retiring the legacy EDMS system currently in place. County staff, the vendor via a separate SOW, or jointly will perform the work in year 2.

The selected ECM must be the document repository for the IWA application requested by the Finance Department in this RFP. The selected ECM must also be the document repository for the optional Port of Miami Permit application. ETSD intends to run a single production environment with additional environments for development, testing, etc.

2.3.2 IWA

The Finance department would like to acquire and implement an accounts payable IWA solution in order to automate and streamline the current AP manual process and at the same time implement a shared services model. Benefits of this implementation will lead to lower invoice processing costs, reduced invoice receipt-to-payment cycle time, and improved visibility and control. Finance envisions starting the invoice payment process with the receipt of the majority of the invoices from the vendor at the Finance central office, and completing the process with the distribution of the payment also at the Finance central office leveraging a workflow approval process to/from the departments distributed throughout the County.

Said IWA solution would be used for processing of accounts payable invoices encompassing needs related to imaging and document capture, document management, workflow and business process management, collaboration, and reporting and analysis based on a scalable enterprise content management (ECM) repository. The scalable solution should provide a repository to meet the growing needs of the County, including expansion of user base and processing volumes, and that fully complies with all applicable federal and state laws and the business requirements of Finance and the County.

Appendix C, Accounts Payable Process Flows, contains diagrams of the current PO and Non-PO accounts payable invoice process flows as well as our vision of the To-Be process flow for PO invoices. Discussions with integrator will take place to determine best "to-be" flows for PO and non-PO invoice processing.

The County currently uses FAMIS for Accounts Payable and General Ledger processing. The chosen IWA solution will have to interface with this system. The County also owns licenses for the Oracle/PeopleSoft financial system, and although it has already been implemented in two departments (Water & Sewer and Aviation) its implementation in the rest of the County is not expected to happen within the timeframe of the scope of this project. Therefore, integration to Oracle/PeopleSoft financial system is not entertained at this time.

The State of Florida allows electronic documents and legally binding digital signatures. The IWA and ECM solutions must include records management functionality to maintain records for their retention period ensuring public inspection of documents. Electronic documents may become the record master copy allowing the destruction of paper. F.S.119, 1B-26.003 FAC.

The number of invoices processed by the County for fiscal year ended September 30, 2008, excluding invoices from the Water and Sewer and Aviation departments, were approximately as follows:

a) Manual invoices processed by the departments (74% PO and 26% non-PO invoices)	317,500
b) Electronic interfaces, e.g. utility payments, Human Services/grant payments, Tax Collector distributions	321,500
c) Purchasing-Card and Travel-Card transactions	<u>5,000</u>
Total	644,000

The pilot rollout phase of this project will consist only of the manual invoices processed by seven County departments accounting for approximately 7.56% (24,000) of the total manual invoices (317,500). We expect the pilot phase to be in production in a period of no more than six months after the kick-off date. Additional rollouts will encompass the rest of the manual invoices for the other County departments as well as optional IWA functionality such as electronic invoicing, vendor self-service, etc., to be implemented in a period of approximately two years. The County reserves the right to engage the integrator for this additional work as deemed necessary.

Our current process supports approximately 500 AP users in FAMIS who have a direct part on the invoice/voucher processing; there are an additional 800 users with inquiry access only. Our new envisioned shared-service process with distributed departmental approval

will need to be evaluated with the IWA solution proposer in order to determine the actual number of users.

The County is interested in procuring an "off-the-shelf" accounts payable IWA solution, an ECM product and integrator services in order to achieve the objectives listed below with minimal or little need for customization.

1. Automate the capturing, validation, routing and approval of invoices.
2. Be able to certify by the County Clerk of Courts the capturing, management, retention and disposition process of the documents to allow for the destruction of the hard copy documents in accordance with records retention statute F.S. 119, 1B-26.003 FAC.
3. Provide intuitive search and retrieval of invoices and related documents.
4. Provide a secure, reliable and stable repository with adequate security for proper access and approval of documents by authorized personnel, logging functionality and audit trail.
5. Integration with FAMIS for the ability to automate various functions in the accounts payable process.
6. Allow for receipt of invoices in a central office.
7. Reporting and analysis of invoice receipt-to-pay metrics.
8. Provide automatic disposition of documents based on metadata parameters.
9. Provide a scalable repository to meet the growing needs of the County, including expansion of user base and processing volumes.
10. Provide an integrated strategy for the capture, storage, collaboration, management and delivery of electronic content.
11. Establish standards for content creation, storage, metadata, workflow, publication and security related to the accounts payable process.
12. Enable collaboration between internal and external content providers.

Optional objectives:

Implement the capturing of invoices from vendors in electronic formats, vendor self-service for invoice entry, PO-flip and vendor portal.

2.3.3 Port of Miami

The Port of Miami (POM) wishes to obtain the training and knowledge transfer to prepare a Systems Analyst for full system administration and application development. The POM also wishes to implement, in participation with the Proposer, a Permit Application System (described in this document). The cooperative development of this application will provide the venue for some of the desired knowledge transfer; the rest will be obtained through the other knowledge transfer and training options presented by the Proposer."

2.3.4 Glossary of ECM Terms

Enterprise Content Management is the technologies, tools, and methods used to capture, manage, store, preserve, and deliver content across an enterprise. At the most basic level, ECM tools and strategies allow the management of an organization's unstructured information, wherever that information exists. Numerous terms are used, depending on whom you're talking to, nearly interchangeably with ECM – integrated document management, digital asset management, integrated document and content management, and total content management to name a few. Regardless of the precise terminology, ECM capabilities manage traditional content types (images, office documents, graphics, drawings, and print streams) as well as the new electronic objects (Web pages and content, email, video and rich media assets) throughout the lifecycle of that content.

Annotate – Add explanatory notes to a document without altering or covering any information in the original document.

AutoCAD – An application from Autodesk, Inc which is used for engineering and architectural drawings.

COLD/ERM (Computer Output to Laser Disk/Enterprise Report Management) – Converts print queue data to documents using a template. Resulting documents are indexed and stored in the ECM. Primarily used for mass mailings such as tax notices.

Collaboration – The ability to choose a user or group of users to route electronic workflow items to which is not a predefined step in the workflow.

Database Index – A data structure that improves the speed of operation on a database table during retrieval. A database table may utilize zero, one, or many indexes.

Digital / Electronic Signature – A signature applied electronically to a document which indicates the person adopts the intentions recorded in the document.

E-Forms/Web Forms/On-Line Forms – Forms designed, managed, and processed completely in an electronic environment.

Expunge – Permanently remove a document or group of documents from the ECM regardless of the retention schedule per a Court Order.

Indexing – Identification of specific attributes of a document or database record to facilitate retrieval. Used interchangeably with metadata.

Metadata - Identification of specific attributes of a document or database record to facilitate retrieval. Used interchangeably with index or indexing.

MicroStation – An application from Bentley Systems which is used for engineering drawings.

ONLINE FAMIS (OLF) – The County's general ledger application.

Optical Character Recognition (OCR) – Technique by which images of characters can be converted to text for storage as field data.

Partial Expunge – Permanently remove a user defined portion of a document per a Court Order.

Records Management – Assigned life cycle to a single document or group of documents ensuring documents remain available for public inspection as mandated by the State of Florida

Redact – Cover a user defined portion of a document with a layer that hides the information below.

Redline – Make changes or annotations to a document (usually associated with engineering drawings).

Sequence – A sequential number issued by the database engine.

Xref – Drawings that are referenced by AutoCAD drawings. The referenced drawings are not modified from the referencing drawing.

eXtensible Markup Language (XML) – A general purpose specification for creating custom markup languages allowing the user to define the mark-up elements.

2.4 Minimum Qualification Requirements

- A. Proposer must have completed at least five years experience implementing ECM and IWA solutions in entities of similar size and complexity as Miami-Dade County. Implementation experience in public entities is preferred.
- B. Proposer must have at least five years experience developing and providing software, maintenance, and support with electronic content management and IWA solutions.

2.5 Minimum Application Software and Application Configuration Services Licenses

Proposer's proposal shall include perpetual software license(s) to accommodate the number of users listed below. All licenses that may be required to access third party software are to be included. The County will not purchase licensing for third party applications which are integrated into the ECM solution.

ECM Users (not including IWA users):

Year 1: 1025 licenses

Year 2: 165 additional licenses

Year 3: 165 additional licenses

IWA Users:

Year 1: 600 licenses

Citizens of Miami-Dade County:

Unlimited

Note: If Proposer's software licensing model is other than an Enterprise Software License(s), Proposer shall provide pricing for an Enterprise Software License(s) on Section F of the attached Form B-1 "Price Proposal Schedule." The Proposer shall also provide the ability to acquire the Enterprise License(s) at any time during the term of the Agreement including all options to renew, with a full dollar credit for any purchased software licenses to be applied towards the purchase of the Enterprise Software License(s).

2.6 Minimum Functional Requirements

Proposers are required to complete the below chart indicating whether their Proposed solutions meets, does not meet, or requires customization for security protocols standard throughout the Miami-Dade County infrastructure.

The acceptable responses are as follows:

“Y” – Solution fully meets the requirements

“N” – Solution does not meet the requirements and can not be customized to do so.

“M” – Solutions requires customization to meet the requirements.

A Proposer awarded a contract as a result of this, agrees to comply with all County requests relating to the verification of compliance to Section 2.0.

2.6.1 ECM Minimum Functional and Technical Requirements

	ECM Minimum Requirements - Imaging and Document Capture	Meet	Module/Detailed Explanation
1.	Must support electronic capture (scanning) of incoming documents from multiple sources, including faxes, scanners, and multi-function devices (MFPs), with the ability to handle relatively high volume and different types of documents (single and multi-page) and different sizes (letter size to plotter size) Provide the user the ability to capture/scan individual documents at their desktop. Vendors shall provide lists of which faxes, scanners, and MFPs they interface with.		
2.	Must distribute images directly from desktop with appropriate security roles (e.g., fax and e-mail)		
3.	Must provide automated data capture and indexing (e.g., OCR, ICR, barcode recognition), as well as manual indexing and data entry		
	ECM Minimum Requirements - Document/Library Management	Meet	Module/Detailed Explanation
4.	Ability for more than one user to view the same document at once.		
5.	Must support multiple hierarchy levels within the repository		
6.	Must support version control Must allow users to modify documents while automatically creating new versions for each modification, ensuring that changes are tracked		
7.	Must annotate documents (i.e. area highlights, text annotations)		
8.	Must add comments or notes at the folder or document level		
9.	Must support designation of annotations as public or exempt from public records law documents.		
10.	Must provide a web-based user interface to access documents within the repository and distribute documents electronically		
11.	Must provide full audit trail details for all changes to meta-data or index information.		

12.	Support links among documents and objects which are created either programmatically enabling the linking of one-to-many or many-to-many or manually utilizing point-and-click. (i.e. images, electronic files) Effectively creating an "electronic paperclip" (i.e. images, electronic files)		
13.	Must support full-text database indexing for electronic documents.		
14.	Must drag and drop a misfiled document from one folder to another bringing along the appropriate meta-data with proper security.		
15.	Must allow a developer to utilize a sequential numbering process for on-line forms.		
16.	All product sequential values must use a technique that guarantees their uniqueness.		
ECM Minimum Requirements - Search		Meet	Module/Detailed Explanation
17.	Must support search features and options including but not limited to: full-text, keyword, wildcard, or exact-match searching; proximity or adjacency searching; relevance ranking of search results; search within specified date ranges; and limits on maximum size of results set from a search.		
18.	Must support search based on multiple index fields.		
19.	Must display related documents, including amendments and appendices		
20.	Must sort by any metadata / index field when searching.		
21.	Must limit what users can see based on security access (e.g., access control).		
22.	Must retrieve "paper clipped" documents. When one document is retrieved in a query, the user will be given the option to open all related or paper clipped documents.		
ECM Minimum Requirements – User Interface		Meet	Module/Detailed Explanation
23.	Must configure the display fields for each workflow by a non-technical administrator.		
ECM Minimum Requirements – Electronic Forms		Meet	Module/Detailed Explanation
24.	Must support a common process (workflow) for web and paper based forms.		
25.	Must allow an electronic form to be submitted into a workflow as designated by the technical creator of the form.		
26.	Must view multiple images simultaneously.		
ECM Minimum Requirements – Workflow and Business Process Management		Meet	Module/Detailed Explanation
27.	Must allow authorized users to view online the workflow history of a documents as well as its status in a particular process.		
28.	Must generate reports showing the Workflow history for in-process and completed documents.		
29.	Must cancel (or move forward to a higher authorized user) a single workflow item by an authorized administrator		
30.	Must cancel (or move forward to a higher authorized user) a group of workflow items (returned by a query) by an authorized administrator		
31.	Must have a complete audit trail of all workflow decisions.		

32.	Must be able to design serial and parallel processes		
33.	Must have process version control		
34.	Must route images, documents, forms, or work items based on any available index criteria		
35.	Must generate notifications for high priority, escalations, pending, and overdue work items (email, blackberry, beeper, etc)		
36.	Must escalate work if not addressed within specific timeframes		
37.	Must support for workgroup-based queues		
38.	Must easily create new process flows or modify existing flows as business needs dictate		
39.	Ability for a member of a workflow process to add an ad-hoc step to the established process with proper authorization and audit trail..		
40.	Support for individual- and role-based routing, workflow delegation, and approval processes including support for various approval techniques (all, one, majority, etc.)		
41.	Must manage the document lifecycle (declare records) and maintain relationships between the workflow state and the status of the documents within the workflow		
ECM Minimum Requirements – Records Management		Meet	Module/Detailed Explanation
42.	Must ensure long term access to stored electronic records by providing archival capabilities that take into consideration long term retention schedules. (Records Management / Retention).		
43.	Must easily define retention and disposition schedules for the automatic or manual disposition of documents by an authorized administrator.		
44.	Must ensure timely disposition of documents in accordance with relevant best practices (keeping an audit of all record destructions, providing certifiable proof of destruction)		
45.	Must be able to declare a document individually as a record and apply the appropriate retention schedule.		
46.	Must be able to declare a group of documents as records and apply the appropriate retention schedule.		
47.	Must declare all documents contained in a folder to follow the same retention schedule.		
48.	Must declare all folders and their documents in a library to follow the same retention schedule.		
ECM Minimum Requirements – Security		Meet	Module/Detailed Explanation
49.	Must allow each user to be uniquely identified by ID		
50.	Must authenticate through use of passwords		
51.	Must enforce password expiration		
52.	Must support electronic signatures that have legal standing in the State of Florida.		
53.	Must log changes to the product's security configurations or administrative functions		

2.6.2 IWA Minimum Functional Requirements

	IWA Minimum Requirements - General	Meet	Module/Detailed Explanation
54.	Must support the document management certification process of Miami-Dade County Clerk of Courts as per State of Florida FS119 and 1B-26.003 FAC. Supporting statutes include: 1B-24.003 FAC, Title XXXIX Chapter 668, Department of Defense 5015.2-STD, FS Title VII Chapter 92-29, Federal Information Processing Standards Publication 180-1 – Secure Hash Standard, Health Insurance Portability and Accountability Act of 1996 Privacy Rule.		
55.	Must support export query results, reports and analytics to Excel		
56.	Must support electronic signatures from authorized users with full audit capability for approval or entry of invoice document with legal standing in the State of Florida. A signature password is preferred for electronic signature and this password should be in addition to the normal password sign-on into the system.		
	IWA Minimum Requirements - Document/Library Management	Meet	Module/Detailed Explanation
57.	Must allow for simultaneous multiple images viewing with window and image scaling.		
58.	Must integrate with FAMIS for retrieval of information based on key fields to automatically populate index values and other required information of the invoice.		
59.	Must integrate with FAMIS for cross-checking and validation of invoice based on key fields, e.g. vendor, PO. Real time checking is preferred.		
60.	Must cross reference invoice payment information interfaced from FAMIS.		
	IWA Minimum Requirements - Electronic Forms	Meet	Module/Detailed Explanation
61.	Must support field validation in a form and define error processing procedures for edit violation. e.g. record account coding during the workflow process of an invoice		
	IWA Minimum Requirements - Workflow and Business Process Management	Meet	Module/Detailed Explanation
62.	Must define approval workflows for payable documents, preferably by a non-technical administrator.		
63.	Must route invoices based on any available index criteria		
64.	Must provide and support workflow processes based on accounts payable best practices		
65.	Must record multiple account coding during the workflow process of an invoice, and ability to support validation of the accounts against the County's G/L (FAMIS at this time), preferably real time.		
	IWA Minimum Requirements - Records Management	Meet	Module/Detailed Explanation
66.	Must provide reliable retention of documents in accordance with relevant regulations or best practices (e.g., SOX, EPA, HIPAA, State of Florida F.S. 119, 1B-26.003 FAC)		
	IWA Minimum Requirements - Security	Meet	Module/Detailed Explanation
67.	Must allow specified users to participate in individual- and role-based routing, workflow delegation, and approval processes with a full audit trail.		

2.6.3 Port of Miami Minimum Functional Requirements

The Port of Miami does not have any additional minimum functional requirements. The Port's minimum functional requirements are included above.

2.6.4 Minimum Hardware Infrastructure Requirements

The Proposers software must work in the Existing Hardware Infrastructure listed below. The application servers (Linux preferred, Windows Server optional), which serve the front-end of the ECM application are to be load balanced using NetScalers. Non-County agencies that connect to the ECM will use the reverse proxy technique for security. HTTPS must be enabled to ensure secure transmissions.

Primary Site

Application Servers

HP BL460 with 2 processor 3.4 GHz quad core and 8 GB RAM
(Quantity 10)
The County also virtualizes using VM Ware

Database Server

IBM P5 595 AIX in an LPAR, 1 CPU
(Planned upgrade to P6 595)
Oracle 10g and higher

Storage Area Network

HP EVA 8100 (fiber cannel from one application server)
Current storage used by ECM, 3.5 TB

Secondary Site (replicated)

Application Servers

HP DL580 4 processor Xeon and 8 GB RAM
(Quantity 10)
The County also virtualizes using VM Ware

Database Server

IBM P6 520 AIX, 1 CPU
Oracle 10g and higher

Storage Area Network

HP EVA 8100 (fiber cannel from one application server)
Current storage used by ECM, 3.5 TB

Network

Primary and Secondary sites are connected by County owned DWDM fiber.
NetScalers are used for security and load balancing.
HTTPS is used for secure (encrypted) transmissions.
Reverse Proxy is used by non-County agencies to connect to the ECM on the County's private network.

The proposed IWA and ECM solution must run on the following environment. The proposed optional Port of Miami solution must also run on the following environment.

	ECM – Infrastructure / Servers	Meet	Module/Detailed Explanation
68.	The ECMS solution must run on either the Linux operating system or Windows Server operating system. List OS and versions supported.		
69.	Application must be load balanced using NetScalers		
70.	Must support HTTPS for secure transmissions.		
71.	Must be able to utilize the reverse proxy technique for communicating with users on the Internet.		
72.	All images must be stored on the SAN and must not be stored as objects in the database itself.		
73.	The database used must be Oracle 10g or higher.		
74.	The application must be able to run on HP BL460 and HP DL580 servers.		
75.	The database must not contain any images or reduced images such as thumbnails.		

2.6.5 ECM Minimum Maintenance Support Services Requirements

A. Maintenance Support Agreement

Proposer shall include their Software Maintenance Support Agreement and include the cost for years two and three of the initial term and for the two (2) two-year periods of optional software maintenance support on a year-to-year basis, as separate line items, in Form B-1. The Maintenance Support Agreement shall take effect after the Warranty period and starting on the 1st day of the 13th month after the date of the Certificate of Acceptance as stated.

During the term(s) of the Maintenance Agreement, Licensor agrees to provide Customer standard software maintenance services and technical support covering, at a minimum, the requirements set forth in this Section.

B. Standard Software Maintenance Services

1. All software must be of the most recent release and all software upgrades issued by the Licensor must be provided to the County at no additional charge, with a current maintenance plan.
2. Corrections of substantial defects in the Software ("System") so that the System will operate according to specifications.
3. Periodic updates of the System that may incorporate:
 - A. Corrections of any substantial defects;
 - B. Fixes of any minor bugs; and,
 - C. Fixes due to any conflicts with mandatory operating system security patches, to be resolved as Severity Level 1; and,
 - D. At the sole discretion of Licensee, enhancements to the System.

4. Remote Server Access to any County server providing the application services either by VPN, Encrypted Connection, or dedicated IP address; access will require prior approval from Miami-Dade County.
5. Maintenance of other non-production County environments such as development and test will be included in as part of support.

2.7 Desired Functional Requirements

Proposers should indicate their capability of fulfilling each *DESIRED* requirement below. Those answers will be prioritized and compared to the capabilities of each of the vendor responses, in order to determine the best solution for Miami-Dade County.

Details of desired requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of services. In order to respond to each desired requirement, the Proposer is requested to enter a code in the space provided that best corresponds to the intended response for the requests listed.

The acceptable codes are as follows:

“Y” – Requirement will be FULLY met with the proposed solution (without configuration, extension(s), or modification). In the Proposal response, please include documentation showing how the Proposer will fulfill the request, including any alliances with other suppliers.

“C” – Requirement will be met via configuration (without changing base source code in proposed solution).

“MDC” – product can be configured to meet requirement by County's IT staff after a standard week-long training course provided by Contractor included in proposal. The “configured” settings shall survive future version upgrades with no modification. “Configured” settings that require additional work in order to survive version upgrades are considered CUSTOM.

“E” – Requirement will be met via code extensions (without changing base source code in proposed solution).

“M” – Requirement will be met via modification of the solution.

“N” – Requirement will not be met and why. A blank or N/A in any box will be interpreted as an “N”. **This will not automatically disqualify the Proposer's response.**

“F” - The Proposer will be able to fully meet this request in the near (not longer than twelve months from contract signing) future. In the Proposal response, please provide a proposed start date, completion date, and any additional costs associated with the development of the request. Cross-reference any attached documentation in the response.

In a few instances, we have posed some open-ended questions in situations where the answer will not be yes or no response. Please provide an answer to allow Miami-Dade County to properly evaluate the Proposal. Miami-Dade County requests that all cross-referenced attachments to the Proposal follow the order of the requests.

A Proposer awarded a contract as a result of this, agrees to comply with all County requests relating to the verification of compliance to Section 2.0.

2.7.1 ECM Desired Functional Requirements

	ECM Desired Requirements - Imaging and Document Capture	Meet	Module/Detailed Explanation
76.	Ability to archive images to secure media for defined retention periods		
77.	Ability to provide fast and reliable online access to images through a Web browser, Internet Explorer 6.0 and higher.		
78.	Ability to annotate images and automatically save as new version		
79.	Ability to support centralized, high-volume capture for applications, departmental moderate-level capture, and individual ad-hoc capture		
80.	Ability to generate a scanning confirmation report		
81.	Ability to store imaged documents as TIFF 6.0 specification as required by the State of Florida 1B-26.003 FAC.		
82.	Ability to utilize existing indexing schema for bar-coding and numbering paper documents or other media, as in the case of CDs, paper maps and plots which are stored offsite		
83.	Ability to provide a user-friendly indexing support for images (e.g., split-screen indexing, with the image on one side and the index fields on the other side)		
84.	Ability to use Kofax Capture from Kofax version 7.5 and higher with all features enabled.		
85.	Ability to view thumbnails that are sized to a users preference instead of retrieving full images, and the ability to zoom in on particular areas of an image		
86.	Ability to save directly from an application (e.g. ArcGIS Server, PeopleSoft, Microsoft Word, Excel, Outlook) into the document imaging repository.		
87.	Ability to easily import/export imaged documents into business applications using standard formats such as TIF, PDF, BMP, JPEG, etc. Vendors should list formats they support.		
88.	Ability to display scanned image and "recognized" data side-by-side for comparison, thus enabling quality control		
89.	Ability to easily scan additional pages into any location of an existing document.		
90.	Ability to break a multi-page PDF into individual pages. One page per electronic document.		
91.	Ability to easily store geographically referenced images which would include additional files for every image.		
92.	Ability to easily retrieve geographically referenced data in software such as AutoCAD and utilizes ESRI technology.		
93.	Ability to easily import/export across platforms such as Oracle and SQL Server. Vendors should list platforms they support.		
94.	Ability to print barcode with identifying information on forms and documents		
	ECM Desired Requirements – Document/Library Management	Meet	Module/Detailed Explanation
95.	Ability to provide check-in/check-out and associated security (e.g. the solution must allow authorized users to check		

	documents out of a repository while prohibiting other users from editing them if permissions so dictate)		
96.	Ability to provide check-out override capability for administrators so that, in emergency situations, checked-out documents can be edited and checked back in by another authorized user		
97.	Ability to view read-only (or checked-out) documents and display related or linked documents.		
98.	Ability to support multiple file types, including Word files, Excel files, PowerPoint files, CAD drawings, XREF AutoCAD drawings, spatially referenced digital images for GIS AVI, MPEG.		
99.	Ability to support fax documents, email documents and other non-imaged documents.		
100.	Ability to select fields and transactions that will be audited.		
101.	Ability to modify and maintain existing meta-data through a GUI interface		
102.	"Electronic paperclip" would also be graphical in nature enabling a user to easily see which documents are related to each other.		
103.	Database indexes should be a database limitation, not an application limitation.		
104.	Ability to database Index "one-to-one", "one-to-many", and "many-to-many"		
105.	Ability to highlight a row of index information for a document that has just been retrieved which acts as a place holder		
106.	Ability to identify documents that have already been retrieved from a folder during the current session		
107.	Ability to perform manual and automated categorization of unstructured data on local and remote volumes		
108.	Ability to provide built-in reporting features such as status reports, audit reports, and content history, and allow easy ad hoc report generation by end-users		
109.	Ability to automatically convert or render a document into an alternate format or rendition, such as HTML or PDF for posting on the Web or for e-mail distribution		
110.	Ability to integrate with external systems through web services XML SOAP technology for retrieval of index information (e.g. access data from external system, populate index values and forms from external system based on key fields)		
111.	Support for virtual folders (including sub-folders) to allow users to organize documents according to individual preferences		
112.	Ability to move images individually or as a group between folders with appropriate security credentials.		
113.	Ability to drag and drop folders with appropriate security credentials.		
114.	Ability to support storing a single image and related links in multiple folders to limit redundant images using point and click technology or programmatically.		
115.	Ability to import existing indexes or taxonomies in XML format		

116	Allow the definition of multiple document types and sub-types with appropriate metadata and workflows associated by document type		
117	Ability to establish and track distribution for documents with associated changes when they occur; perform this function electronically or in paper with acknowledgement of receipt when required. (i.e. Routing slips, chain of custody)		
118	Ability to support an unlimited number of meta-data fields		
119	Ability to individually identify or name each section of a document (i.e. bookmarks)		
120	Ability to email "expiring" links to selected users.		
121	Ability to support Integration with County standard desktop productivity tools such as Microsoft Office and e-mail tools such as Microsoft Outlook		
122	Ability to support a physically distributed repository structure with local administration and enterprise-wide access to documents.		
123	Ability to support compound documents (e.g. such as a cover page, an Excel file, and additional content in Word.)		
124	Ability for users to take off-line copies (based upon their security role) of their work files and load them into a computer tablet or a USB flash drive to be able to view information away from the office.		
125	Ability to select multiple pages from a document and easily drag and drop (or cut and paste) rearranging pages into another location of the document.		
126	Ability to parse meta-data from the file name using an import tool		
127	Ability to pan, zoom (in/out), and scale an image.		
128	Ability for documents to be printed from the viewer based upon security.		
129	Ability to support full-text database indexing for electronic documents and document images		
ECM Desired Requirements - Search		Meet	Module/Detailed Explanation
130	Ability to set limits on the maximum size of the results set from a search globally.		
131	Ability to set limits on the maximum size of the results set from a search per library.		
132	Ability to search across components of an integrated ECM suite of applications (e.g., single query for electronic documents, images, and computer reports)		
133	Ability to search, retrieve, scan, store, edit and view using a standard web browser		
134	Ability to save and share searches		
135	Ability to log and report user access (successes and failures) differentiating between "named users" and "public users."		
136	Support controlled access to searches based on user role, constituency, type of inquiry, and content of inquiry (including full support for Active Directory and LDAP)		
137	Ability to utilize multiple Active Directories, LDAPs and single users not found in either.		

138	Ability to support federated searching; ability to search multiple repositories and across document types within a single search and receive a unified results list. Ability to search across components of an integrated EDMS suite of applications (e.g., single query for documents, e-mails, images, and reports) with a single search, and receive a unified results list through a single user interface.		
139	Ability to set up smart folders or agents (e.g., automated update notification for users)		
140	Ability to support policies that allow document authors and administrators to dynamically control who can view content/document, and determine whether the recipient can modify, copy, print, or forward the content/document; allow access rights to content/documents to be changed after distribution to revoke access or allow content/documents to expire.		
141	Support auto-classification features within the ECM suite, (or integrate with solutions that do)		
142	Ability to have multiple values for a single index field for a single document. (e.g. A document belongs to multiple real estate folio numbers.)		
143	Ability to perform automatic content aggregation, such as grouping like files or like file types according to preferences.		
144	Ability to sort content by relevance		
145	Ability to indicate the number of pages per document (or how many image files per document) within the search results.		
146	Ability to support multiple document repositories with access, as needed, through a security model		
147	Ability to define data format for data entry and/or display. (i.e. SSN, telephone number, date, permit number, account number, etc.)		
148	Ability to search the annotations by key work or full text.		
149	Ability to limit what users can see based on security access (e.g., access control). The Search engine must inherit the access controls of external content, not allowing unauthorized access to content in any instance.		
ECM Desired Requirements – User Interface		Meet	Module/Detailed Explanation
150	Ability to provide administrators the tools to pre-configure the layout of the interface components (such as work lists, search and retrieval functions, and image display)		
151	Ability to provide users with the tools to configure the layout of the interface components (such as work lists, search and retrieval functions, and image display) based upon their security profile		
152	Ability to access documents through GIS Web applications specifically ESRI		
153	Ability to support the user interface components to be configured as portlets (sub-portals) within a portal interface		
154	Ability to display each workflow that a user is a member of in separate portlets.		
155	Ability to access documents through CAD applications. Specifically AutoCAD and MicroStation.		

156	Ability to access AutoCAD XRef documents maintaining the references.		
157	Ability to adapt look and feel of user interface components based on the user's profile or role		
	ECM Desired Requirements – Digital Asset Management	Meet	Module/Detailed Explanation
158	Ability to manage, store, and send photos		
159	Ability to manage and index large video files		
160	Ability to manage audio files		
161	Ability to manage and index a central repository of digital assets, with access and security in alignment with the County identity management solution (LDAP, Microsoft Active Directory Services)		
162	Ability to integrate with the County's standard GIS system for sharing of information		
163	Ability to manage the storage strategy for larger files, monitoring location and moving files to offline storage as necessary		
164	Ability to synchronize with an external indexing standard or taxonomy		
165	Ability to export images retrieved by a query to microfilm or microfiche.		
166	Ability to mark exported documents specifying the microfilm or microfiche location of the document		
167	Ability to remove the exported image using a query that has been successfully exported to microfilm or microfiche		
	ECM Desired Requirements – Electronic Forms	Meet	Module/Detailed Explanation
168	Ability to support rendering in multiple formats, such as HTML, XML, PDF, and TIFF.		
169	Ability for the form design tool to adhere to common security standards at the County for authentication and access control		
170	Ability to support hybrid (paper and electronic) forms capture allowing metadata to be gathered from the form and workflows to be applied to the form		
171	Ability to create and output forms in multiple electronic formats including HTML, XML, PDF, and TIFF		
172	Ability to incorporate documents created using standard office applications (e.g., Microsoft Word)		
173	Ability to save and properly secure the forms' presentation format and the respective form data as a version		
174	Ability to convert documents from a legally non-enforceable format to a legally enforceable (unalterable and traceable) format		
175	Ability to support annotation and security (e.g., area highlights, text annotations)		
176	Ability to create log files that capture information about versions of form logic, presentation, and data versions		
177	Ability to view "thumbnails" of form documents instead of		

	retrieving full images, and the ability to zoom in on particular areas of an image		
178	Ability to use scanned images as a template for form creation		
179	Support data validation at the server level to allow for thin-client access based on security		
180	Ability to create validation fields in a form and define error processing procedures for edit violation		
181	Ability to design and create forms with an easy to use GUI form designer tool.		
182	Ability to pre-fill form from linked databases.		
	ECM Desired Requirements – Workflow and Business Process Management	Meet	Module/Detailed Explanation
183	Ability to define approval workflows for content development and finalization		
184	Allow authorized users and administrators to define workflows using a graphical process design tool. Explain available user friendly process.		
185	Ability to detect and automate structured and repeatable work processes		
186	Ability to support advanced routing logic or conditional routing within work processes		
187	Ability to support sub-flows		
188	Ability to queue and reroute work based on resource availability		
189	Ability to prioritize work within queues		
190	Ability for one process to span multiple groups		
191	Ability to delegate workflow within determined section work group.		
192	Ability to serve as basis for fully automated processing (i.e. event-driven routing with no human participation)		
193	Advanced collaboration capabilities (version control on projects, real-time collaboration, threads, and version control on threads)		
194	Ability to prompt the user or email a message to a designated user when a workflow step has been completed.		
195	Ability to cancel a group of workflow items using a query by a workflow limited administrator.		
196	Ability to accelerate a single workflow item to the end of the workflow by a workflow limited administrator with full audit trail.		
197	Ability to accelerate a group of workflow items to the end of the workflow using a query by a workflow limited administrator with full audit trail.		
198	Ability to remove a user from a workflow group and reassigning their work by a workflow limited administrator with full audit trail.		
199	Ability to add a user to a workflow group which gives the user the current work that is at that step by a workflow limited administrator with full audit trail.		
200	Ability to override the workflow moving a document or group of documents to a different step by an authorized user with full audit trail.		

201	Ability to programmatically FAX out, email, or have a collaborative workspace for a workflow or library document during an active workflow. (e.g. A document is Faxed out for approval to a third-party)		
202	Ability to accept a FAX or email document and programmatically insert the document into the desired workflow process step. (e.g. The third party faxes a document back to the County)		
203	Ability to ensure related documents are processed in their correct sequence		
204	Ability to link or "paper clip" related documents in the workflow. These links would continue into the library when the documents have completed their workflow		
205	Ability to monitor and audit workflows in order to identify bottlenecks and streamline processes		
206	Ability to design rendezvous processes		
	ECM Desired Requirements - Collaboration	Meet	Module/Detailed Explanation
207	Ability to support instant messaging		
208	Ability to support shared file and workspaces		
209	Ability to support threaded discussions		
210	Ability to support capabilities for, or integration with, shared calendaring		
211	Ability to support "live meetings"		
212	Ability to support developing, launching, and tracking ad-hoc workflows in the collaborative space		
213	Ability to support "awareness" views of who is online and when		
214	Ability to provide a complete audit trail of all collaborative activities		
	ECM Desired Requirements – COLD/Enterprise Report Management	Meet	Module/Detailed Explanation
215	Ability to define application report sources with metadata for filing in the document library		
216	Ability to define user access roles for report viewing; Provide security on individual reports, pages, and annotations or redactions within a report		
217	Ability to schedule reports		
218	Ability to monitor external queues or directories for inbound report content		
219	Ability to index report data (ideally using the same indexing schema used for other content)		
220	Provide a GUI environment for defining report types and specifying the index fields from which to capture data during the ingestion process		
221	Archive reports to secure media for defined retention periods		
222	Provide fast, reliable online access to reports through a client application or Web browser, including search features		
223	Ability to annotate reports		
224	Distribute reports directly from desktop (e.g., fax and e-mail)		
225	Ability to output reports to external media (i.e. CD, DBD, USB)		

	Drive, etc) as needed		
226	Ability to interface with and accept documents from the County's current COLD product, OverSite from CR Technologies		
227	Ability to customize the report selection by offering user different selection criteria		
	ECM Desired Requirements – Records Management	Meet	Module/Detailed Explanation
228	Ability to provide centralized administration over departmental and corporate records (both paper and electronic)		
229	Ability to provide reliable retention of documents in accordance with relevant regulations or best practices (e.g., SOX, EPA, HIPAA, State of Florida F.S. 119, State of Florida 1B-26.003 FAC, State of Florida 1B-24.003 FAC, Department of Defense 5015.2-STD)		
230	Ability to support master classification plan or taxonomy that organizes and profiles records		
231	Ability for users (with rights) to declare documents or other content as records, add them to the records repository, and assign status to prevent destruction		
232	Ability to prevent modification of a record's identifier once defined (primary record key).		
233	Ability to integrate with/leverage existing ECM repositories and tools, emVision 360 from Global 360 and TeamSite from Autonomy)		
234	Is the ECM Department of Defense 5015.2-STD certified?		
235	Ability to import information from other sources (existing taxonomies or record stores) from outside storage vendors.		
236	Ability to expunge or delete a document or group of documents based on a query in response to a Court Order regardless of the retention schedule with the proper security rights.		
237	Ability to permanently redact (partial expunge) a document or group of document in response to a Court Order regardless of security features. The redacted document must not be layered and the original non-redacted document must be destroyed regardless of the retention schedule by the records custodian with full audit trail.		
238	Ability to suspend retention schedules applied to a document or group of documents based on a query for litigation discovery, a legal hold by the records custodian with full audit trail.		
239	Ability to declare documents programmatically during import via the scan process, COLD/ERM, API or Web Service.		
240	Ability to redact a group of the same document by applying a defined redaction template programmatically		
	ECM Desired Requirements – Web Content Management	Meet	Module/Detailed Explanation
241	Ability to support reuse and flexible presentation of content (e.g., the ability to write a customer-facing document once, but have it presented via web, print, or Word/PDF file)		
242	Ability to support basic library management within the web content management tool, such as check-in, checkout, and version control		
243	Ability to support basic approval workflows for content creation		

	and publishing		
244	Ability to create, manage, and use content templates		
245	Ability to manage graphical libraries of reusable components such as graphics, buttons, scripts, and menus		
246	Ability to offer distributed multi-site support, with multiple levels of user types supported (role and group management is important)		
247	Ability to ensure security and encryption, in alignment with the security policy of an ECM system, if different		
248	Ability to integrate with and share information with existing (Global 360, TeamSite, FileNet) and potential new ECM solutions		
249	Ability to support XML-based development and be able to import existing XML (or other tool) for any repurposed content.		
250	Must be able to scale for support of up to 10,000 concurrent named users		
251	Must be able to scale for support of an unlimited number of public (non-named) users. Limited only by infrastructure capacity.		
252	Ability to display broken links and identify files not used		
253	Ability to schedule pages to be released and expired		
	ECM Desired Requirements - Portal	Meet	Module/Detailed Explanation
254	Display document management, collaboration, COLD, imaging, and workflow components in the portal.		
255	Support basic portal services such as personalization		
256	Support user definition of views of portlets		
257	Define specific user rights on portlet components		
258	Display document management, collaboration, COLD, imaging, and workflow components in portlets		
259	Define standard templates as starting points for portals		
260	Link with identity management used in the Document Management system; i.e. access the Document Management system's user and group membership information for purposes of authentication and personalization.		
261	If portal capability is not supported natively in the tool, must support integration with portals using the JSR-168 or JSR-268 standards		
262	Adobe Acrobat images will be served to County and Portal users.		
263	All Adobe controls must be usable programmatically such as preventing an Acrobat file from being printed or emailed.		
264	Ability to support commonly used browsers such as Internet Explorer, Fire Fox, Safari, Chrome, etc. Vendors must list browsers and versions supported.		
	ECM Desired Requirements - Integration	Meet	Module/Detailed Explanation
265	Ability to provide support for Microsoft Active Directory Server and LDAP for network user management		
266	Ability to integrate with leading SSO (single sign-on) products for authentication and authorization		
267	Ability to provide an API library for customization and		

	integration with other systems		
268	Ability to integrate with third-party integration servers		
269	Ability to expose major functionality through programming interfaces (APIs), including document management, workflow, and electronic forms		
270	Ability to provide connectivity to core database through ODBC, JDBC, XML, or native drivers		
271	Ability to support a Service Oriented Architecture (SOA) utilizing Web Services as standards for accessing application services ▪ Expose common electronic forms and content management functionality through Web Services interfaces ▪ Provide tool kits and SDK for developing custom Web Services interfaces ▪ Provide WSDL descriptions and documentation to the included Web Services interfaces		
272	Ability to integrate, for message queuing, with third-party message queuing products (MQ Series) or provide its own proprietary message queue		
273	Adhere to the Web Service for Remote Portlets (WSRP) Specification 1.0 and higher.		
274	Ability to interface/integrate with other industry ECM solutions (describe specifically which other solutions and how)		
275	Ability to support industry standards such as JSR 170, BPEL, etc. (describe which standards the software supports)		
276	Integration using native tools with AutoCAD allowing documents including X-Refs to be retrieved and stored in the ECM utilizing only AutoCAD		
277	Integration using native tools or web services with PeopleSoft allowing documents to be retrieved and stored in the ECM utilizing only the PeopleSoft tools.		
278	Integration using native tools with MicroStation allowing documents to be retrieved and stored in the ECM utilizing only MicroStation		
279	Integration using native tools with CIMA allowing documents to be retrieved and stored in the ECM utilizing only CIMA		
280	Integration with On-Demand enabling reports to be stored programmatically in the ECM		
281	Integration with Crystal Reports enabling reports to be stored programmatically in the ECM		
282	Integration with Crystal Reports enabling reports to be run from within the ECM interface		
283	Integration with Cognos Reports enabling reports to be stored programmatically in the ECM		
284	Integration with Cognos Reports enabling reports to be run natively from within the ECM interface		
285	Provide integration with Microsoft Sharepoint and Microsoft Office SharePoint Server (MOSS) 2007.		
286	Shall allow IT programmers to take advantage of all functionality (capture document images and index fields, design workflows, manage electronic forms, etc.) either as stand-alone applications or as features integrated with other applications. Ability to seamlessly integrate with existing and		

	future internal applications. For example, a user could use the Port of Miami Permits application to search/retrieve a specific permit; the EDMS should be able to use synchronized screens to bring the matching documents and Permit fee to the user's desktop.		
	ECM Desired Requirements – Fault Tolerance / Failover	Meet	Module/Detailed Explanation
287	Ability to scale hardware platform and communication links responding to increased demand without fundamental architectural changes		
288	Ability to cluster servers for the purpose of load-balancing and fault tolerance		
289	Ability to provide set parameters for automated load-balancing		
290	Support for either hardware or software load-balancers		
291	Fault tolerance at the Web-server level		
292	Fault tolerance at the application-server level		
293	Fault tolerance at the component level		
294	Redundancy/fault tolerance (automatic failover) features		
295	Fault tolerance at the session level		
296	Ability to cluster servers for the purpose of load-balancing and fault tolerance using NetScalers		
	ECM Desired Requirements – Operational Limits and System Scalability	Meet	Module/Detailed Explanation
297	The ECM must be capable of supporting 24/7 use with a goal of 99 percent availability		
298	Response time for application programs requiring less than 50 reads should be 3 seconds or less 90% of the time. Database response requiring less than 50 reads should be provided in less than 2 seconds 98% of the time. Network point to point packet response time is expected to be sub-second 90% of the time.		
299	Unlimited number of simultaneous users.		
300	Ability to reduce the overhead associated with connecting or instantiating new connections to system resources (pooling)		
301	Ability to take maximum advantage of a system's hardware through the effective use of multiple processors and running processing tasks in parallel (threading and processing)		
302	Redundancy of application servers if the solution requires an application server		
303	Ability to scale the ECM vertically by adding central processing units (CPUs)		
304	Ability to provide set parameters for automated load-balancing		
305	Incur minimal impact on licensing when adding servers and / or cores/CPUs.		
306	Support for a shared-server environment (e.g., no restrictions on several applications on the same server)		
307	Provide reporting to verify that the system is meeting the internal County service-level agreements (e.g., overall service up-time, component-level failure, percentage of time fault tolerance is activated)		
308	Ability to scale hardware platform and communication links		

	responding to increased demand without fundamental architectural changes		
309	Ability to utilize virtualization. (VM Ware Technology)		
	ECM Desired Requirements - Security	Meet	Module/Detailed Explanation
310	Ability to require automatic password expirations when initially assigned or reset		
311	Configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling a mix of UPPER and lower case alphanumeric characters and special characters, etc.		
312	Ability to encrypt transmitted data and authentication information over internal and external networks		
313	Support for SSL 128 bit and 256 bit encryption		
314	Password database encrypted in storage		
315	Ability to protect audit logs from unauthorized access		
316	Ability to log activities performed by specific user ID or time of day, and to date stamp all activities		
317	Ability to identify and log all subsequent access points to ensure accountability is maintained throughout session		
318	Ability to limit concurrent sessions		
319	Ability to log and restrict changes to administrative functions. The system should have the capability to prevent the log from being turned off.		
320	Ability to automatically archive audit logs		
321	Ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold		
322	Ability to send alerts to administrators for unauthorized access attempts		
323	Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication		
324	Ability to lock out user or group ID by date or time		
325	Centralized administration, user authorization, registration and termination		
326	Provide complete audit trail of approvals (electronic signature) including date/time, user id, document and any other pertinent information.		
327	Provide ties to personnel system in order to terminate and /or change security level when a user changes jobs.		
328	Clearly define the levels and types of security available with the product. Security must not require a "technical" resource to maintain.		
329	Integration with single sign-on systems and provide the ability to share an existing or migrate to a future (SSO) user store		
330	Strong authentication via digital certificates		
331	Authentication via hardware tokens or machine ID		
332	Support for, or have a plan in the product roadmap to support, authentication via biometrics and/or smart cards		
333	Supports controlled public access to documents where permitted.		

334	Ability to synchronize passwords throughout a network		
335	Support or integrate with PKI solutions for certificate management		
336	Ability for password resets to be done by the user on the Portal by answering specific questions		
337	Ability for user accounts to be created that are not part of an LDAP or Active Directory		
338	Ability to support single sign-on utilizing multiple LDAPs and Active Directories simultaneously		
339	Ability to support single sign-on utilizing multiple LDAPs located in different domains		
340	Ability for "limited department administrators" to issue search classes or access to libraries that the administrator can access		
341	Ability to support electronic signatures for individuals who are not "named users" of the system via biometric signature. (e.g. stylus with pad)		
	ECM Desired Requirements – Document Repository	Meet	Module/Detailed Explanation
342	Provide a master installation interface or script to install all repository system components		
343	Provide an interface that allows administrators to set up the logical structure of the content store without requiring the assistance of a DBA		
344	Support a database search interface to cross reference internal document IDs with external IDs		
345	Ability to import standard taxonomies for use in the creation of the repository structure		
346	Ability to import user and group lists for initial set-up		
347	Allow multiple repository instances within a single database		
348	Use a relational database and a file system as primary storage for managed content		
349	Use a native XML database or XML enabled database for primary storage of portal XML based managed content		
350	Provide the ability to manage content in several repositories, but present it to users as a single logical repository		
351	Provide the ability to manage content in external repositories, but present it to users as a single logical repository (federated)		
352	Provide an import and export tool for meta data and documents		
353	Provide the ability via the web interface to print specific documents (as returned by a query) to a local printer with appropriate security credentials		
354	Print documents with watermarks.		
355	Provide feedback to the user for printing progress. (i.e. a folder with 300 documents is sent to the printer, what percent of the process has been completed before the first page prints?)		
	ECM Desired Requirements – Administration/Monitoring/Reporting	Meet	Module/Detailed Explanation
356	Provide the ability to capture security information about the system and setup specific logs that cannot be erased or		

	suppressed.		
357	Provide the ability to capture metrics about system volume and load at various points in time		
358	Provide tools to monitor the production system		
359	Provide tools and controls to monitor system capacity		
360	The Proposal should specify built-in procedures for the execution of remote diagnostics. The Vendor should specify any VPN/RDC features that would enable them to trouble-shoot from a remote site. Remote server access - either by VPN, Encrypted Connection, or dedicated IP address - will require prior approval from the Port of Miami. Include access via wireless connection.		
361	Ability to provide workflow reports on overall processes, work queues, work items, and staff performance		
362	Provide automated notification of system failure		
363	Support SNMP-based monitoring tools		
364	Provide change management tools for migrating library design, workgroups, workflow, etc for three environments: development, test, production.		
365	Ability to create, modify or delete database structures and properties using a GUI interface.		
ECM Desired Requirements – Development Environment		Meet	Module/Detailed Explanation
366	Use common languages to develop, expand, or customize the system (Java, ASP, Visual Basic, HTML)		
367	Provide tools or APIs that enable loose integration with other applications (e.g., legacy, distributed, Web Services, Cognos)		
368	Support County standard development tools such as VisualStudio.NET and IBM WebSphere Development Studio		
369	Provide a distributed development environment that would enable Department IT organizations to develop library functions, workflows, API and web services interfaces without interfering with other departments.		
370	It is highly desired that the workflow development and maintenance will not require technical expertise, such as Java, etc. It is our desire that the workflow maintenance can be accomplished by functional staff with a certain degree of technical knowledge.		
ECM Desired Requirements – Document Storage, Backup and Recovery		Meet	Module/Detailed Explanation
371	Support an external disk system, such as SAN or NAS		
372	Support near-line media, such as optical jukeboxes for deep or long-term storage)		
373	Must be able to support large (multi-terabyte) repositories in either centralized or distributed physical configurations		
374	Support encrypting documents (256 bit) where the "key" and encryption server are under the control of the requesting business unit. (e.g. Police Department, Homeland Security, etc)		
375	Support future encryption algorithms including 512 bit and 1024 bit as they become available		
376	The "key" as set must be the actual key and not used to generate an internal key that is unknown		

377	Provide an automated tool / process to change encrypted documents from one algorithm to another (e.g. 256 bit to 512 bit)		
378	Provide full replication with a secondary site "hot" and available (e.g. documents, workgroups, web services, etc)		
379	Provide full replication with a secondary site available as a "read only" site. (e.g. serve documents to the public)		
380	Provide full replication such that if the primary site is unavailable, the secondary site will allow writes. When the primary site becomes available the secondary site syncs the documents to it.		
381	Ensure routine maintenance does not require taking the environment down or having it unavailable		
382	Provide a programmatic method to locate orphaned documents, describe process and expected durations.		
383	Provide a configurable utility to allow mass import of documents with index data		
384	Provide a configurable utility to allow mass import of documents with index data from Global 360's EM product		
385	Provide a configurable utility to allow programmatic importing of documents from multiple directories or servers		
386	Provide a configurable utility to allow programmatic importing of documents during specific polling times or continuous polling.		

Support for County Technology Standards

Indicate support for the County standards, including specific versions of applications or technologies mentioned

Numb er	Component	Standard	Meet	Module/Detailed Explanation
387.	Client software	▪ Windows 2000/XP Professional ▪ Web Browser – Internet Explorer 6 and higher ▪ Upward compatible with Windows Vista		
388.	Server software	▪ Windows 2000/2003 Advanced Server ▪ Windows 2000/2003 Server ▪ Windows 2008 Enterprise Edition ▪ AIX 5.3 or higher ▪ Red Hat Linux As 4 or higher ▪ VMware ▪ Oracle Unbreakable Linux 4.0 or higher		
389.	Network	▪ TCP/IP Communications Protocol ▪ Active Directory ▪ Fiber channel (BROCADE Fiber switches – Fe1, Fe2, Fe4, Fe40) ▪ FiCon ▪ SolarWinds ▪ Remote locations connected to		

		central County location with varying speeds from ADSL 256kbps to 1gbps for core sites. ▪ NetScaler		
390.	Database software	▪ Oracle 10g or higher		
391.	Office software	▪ Microsoft Office Suite ▪ WordPerfect ▪ PowerPoint ▪ MS Project ▪ Visio ▪ Adobe Acrobat		
392.	Web and Application servers	▪ Microsoft IIS (Web) ▪ IBM WebSphere		
393.	Directory services and identity management	▪ LDAP ▪ Microsoft Active Directory Services		
394.	E-mail/Instant messaging/Groupware/FAX	▪ Microsoft Outlook/Exchange ▪ BrookTrout Fax Board		
395.	Portal	▪ IBM WebSphere		
396.	Storage and backup	▪ NetBackup ▪ NetApps ▪ SAN Storage – HP HSV SANS with Fiber Channel		
397.	Third Party Applications	▪ OverSite (CR Technologies) ▪ AutoCAD (AutoDesk) ▪ MicroStation (Bentley) ▪ PeopleSoft (Oracle) ▪ CAMA (CustomCAMA) ▪ GIS (ESRI) ▪ EAMS (Infor) ▪ Kofax Capture (Kofax) ▪ MQ Message Broker ▪ On-Demand (IBM) ▪ Crystal Reports (Business Objects) ▪ Cognos Reports (Cognos)		

2.7.2 IWA Desired Functional Requirements

	IWA Desired Requirements - General	Meet	Module/Detailed Explanation
398.	Should support reporting and analytics for accounts payable data including key performance indicators, scorecards, etc.		
	IWA Desired Requirements - Document/Library Management	Meet	Module/Detailed Explanation
399.	Should validate for duplicate invoices within the IWA solution.		
400.	Should interface PO and payment check document from FAMIS for proper grouping with related invoices		
401.	Should validate for duplicate invoices against FAMIS		
	IWA Desired Requirements - Search	Meet	Module/Detailed Explanation
402.	Should customize search features and forms based on accounts		

	payable standards and terminology		
	IWA Desired Requirements - User Interface	Meet	Module/Detailed Explanation
403.	Should customize look and feel of user interface components and forms based on accounts payable standards and terminology		
	IWA Desired Requirements - Workflow and Business Process Management	Meet	Module/Detailed Explanation
404.	Should easily identify differences/exceptions originating from validations, required form items, etc.		

2.7.3 Port of Miami (POM) Desired Functional Requirements

The Port of Miami does not have any additional desired functional requirements. The Port's desired functional requirements are included above.

2.7.4 ECM Desired Maintenance Support Services Requirements

Technical Support

1. Help Desk Services

- A. Live support for "any issue" available from 7:00 AM – 7:00 PM (ET) Monday through Friday.
- B. Live support for "system down issues" available 24 hours a day, 7 days a week.

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System, whether hardware or software, is in a non-responsive state and severely affects County's productivity or operations. A high impact problem which affects the County.	One (1) Hour	Four (4) Hours	One (1) Hour
2=Urgent	Any component failure or loss of functionality, not covered in Severity 1, that 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.	Two (2) Hours	Eight (8) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	4 hours	Seventy two (72) Hours	Four (4) Hours

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
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.	24 hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

2.8 Optional Functionality

Proposers should indicate their capability of fulfilling each *OPTIONAL* functionality below.

Details of optional functionalities are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of services. In order to respond to each optional functionality, the Proposer is requested to enter a code in the space provided that best corresponds to the intended response for the requests listed.

The acceptable codes are as follows:

"Y" – Functionality will be FULLY met with the proposed solution (without configuration, extension(s), or modification). In the Proposal response, please include documentation showing how the Proposer will fulfill the request, including any alliances with other suppliers.

"C" – Functionality will be met via configuration (without changing base source code in proposed solution).

"E" – Functionality will be met via code extensions (without changing base source code in proposed solution).

"M" – Functionality will be met via modification of the solution.

"N" – Functionality will not be met and why. A blank or N/A in any box will be interpreted as an "N". **This will not automatically disqualify the Proposer's response.**

"F" – The Proposer will be able to fully meet this request in the near (not longer than twelve months from contract signing) future. In the Proposal response, please provide a proposed start date, completion date, and any additional costs associated with the development of the request. Cross-reference any attached documentation in the response.

In a few instances, we have posted some open-ended questions in situations where the answer will not be yes or no response. Please provide an answer to allow Miami-Dade County to properly evaluate the Proposal. Miami-Dade County requests that all cross-referenced attachments to the Proposal follow the order of the requests.

2.8.1 ECM Optional Functionality

There isn't any optional ECM functionality requested.

2.8.2 IWA Optional Functionality

	IWA Optional Functionality – General	Meet	Module/Detailed Explanation
405.	Ability to integrate with FAMIS to create voucher in legacy system after document workflow process has been completed in IWA solution. Propose list of potential integrations.		
406.	Ability to support workflow paths based on approval tables residing in FAMIS		
407.	Ability to support two-way and three-way matching of invoices at the gross level and line-item level		
408.	Ability to support collaboration between Finance, County department users and vendors to manage invoice exceptions and dispute resolution, and keep information as part of document. (Describe process and technical requirements.)		
409.	Ability to pre-fill and validate fields in a form from external data sources. e.g. FAMIS.		
410.	Ability to integrate with PeopleSoft for the processing of AP invoices		
411.	Ability to support the capturing of invoices from vendors in electronic formats		
412.	Ability to support vendor self-service invoice entry with proper security authentication		
413.	Ability to support PO-Flip		
414.	Ability to support web enable interface for vendors to upload invoices to be processed into IWA solution		
415.	Ability to support vendor portal		

2.8.3 Port of Miami (POM) Optional Functionality

The Permits Unit issues Permits allowing outside firms to do business at the Port of Miami (POM). Permits are issued and renewed on an annual basis. At the start of the process, a company must submit all relevant documents. Currently, some forms are available online to be printed and completed by hand; others must be created by the Applicant or a third party. The process is currently managed by a POM line-of-business (LOB) database system, the Permits System.

For new Applications, the Applicant must submit all relevant documents; the Permits Unit does not accept partial submissions. The users processing the application verify that the application paperwork is complete. For renewal Applications, previous Insurance and/or Bonds may still be in effect, so there is no need to submit new ones. (A Permit always lasts one year, but insurance policies can be written for 6 months to 3 years. If a Permit is in its first renewal but has a 3-year insurance policy, then there is no need to have an insurance document.) This is also checked by the users by accessing the Permits System itself, which has this information. When the complete package is reviewed and approved, the POM Director signs the Permit. Not all Applications become approved Permits; some are denied and retained as records (the Permit application system holds that information also).

There are occasions when a company may let their permit lapse for say one year. If the company re-applies after that gap year, they will be assigned a new company number, but the company name remains the same and the documents will be stored in the same folder.

Currently users of the Permit application can only search by company name. In the future, they request the ability to search by name, address or phone number. Document searches will be done from within the Permits System; the Permits System will retrieve the database record, and pass the meta-data necessary for the EDMS to retrieve the referenced document.

The following volumes are currently processed:

	Per Year
Documents	15,000
Equivalent pages	40,000

The volumes of file backlogs to be ingested are below:

	Per Year	Years	Total
Documents	15,000	3	45,000
Equivalent pages	40,000	3	120,000

Five (5) users would access the EDMS repository through the Permit System. In addition, a System Administrator will be desired.

Read/write/delete permissions will be as follows:

- Read: 3 users
- Read / Delete: 2 users

The add process will be exclusively through the scanning upload process to be developed by POM (see below).

The Permit Application system is based on Oracle 6i Forms and Reports platform; the system is currently being converted to Oracle 10g.

The integration tools are Oracle Developer 2000 or Microsoft .NET / C#.

1. The ECM repository will be implemented as the backend to manage documents associated with the Permit Applications (these documents are currently held on a network share).
2. The Permit System will have direct access to the repository from the inquiry screens at form-load event time (see below).

POM would like integration to occur by one of the following methods, **listed in order of strong preference**:

- A. The user retrieves a record in the Permits System. Meta-data is automatically passed from the Permits System to the ECM, which will then dynamically retrieve (to another window) the document(s) referenced by the record shown in the Permits System.
- B. The same functionality as above, but activated by clicking on a button in the Windows task bar (typically at the bottom of the screen), representing a service continually running in the background. The user would retrieve a record in the Permits System, and then click on the task bar button to retrieve the associated document(s). The task bar button

would fire regardless of which Permits System screen was active (i.e., Application, Bond, Insurance or Permit).

- C. **Only as a last resort:** A button located on each Permits System screen to retrieve the associated document(s).

POM strongly prefers that the agreed solution have none-to-minimal programming, and none-to-minimal alterations to the Permits System.

3. Initial loading of the documents: POM will wish to ingest the backlog of documents currently held on the network share, and migrate these documents into the ECM repository. Currently the POM network drive is structured such that there is one folder per company applying for a Permit. Within each of these folders, the file naming convention should determine the type of document. Final file name and meta-data standards will be addressed during detailed analysis and implementation.
4. Upload: Proposer and POM will create an ingestion procedure that creates folders in the ECM that match the current network drive folder. No attempt will be made to recognize a document type from the file name. This would only populate the company name attribute and would not separate files into logical documents.
5. Ongoing uploading of the document: POM will develop the scanning process using Kofax that will ingest the files and create the attributes.
6. Search facility: POM may request that a Permits System user be able to search the repository based on criteria that would span across folders (for instance, all the Permits with a given receipt date). If that is necessary, "native" webtop access will be provided to the users, so that they can initiate their access to the repository independently from the Permit System, and navigate their way to perform all the tasks that Webtop and their security profile allows.
7. None of the documents created by the Permit System will need to be uploaded into the ECM repository.
8. There will be no need for the Permit creation process (flowchart follows) to interface.
9. Document retention needs will be accomplished by appropriate lifecycles, and delete authority given only to specific users.

Inquiry Insurance		
  Save  Close	Application Number 2010-09708	Category Code 01 CARTAGE TRUCKING
	Permit Number	Company name
	Insurance Information	
	Agency Name	
	Agent Name	
	Address	City
	State	
	Zip code	
	Phone	Fax
	Coverage A	
Company Name		
Policy #	Policy Expiration Date	
Type of Insurance		
☒ General Liability	☒ Additionally Insured	
Coverage Amount		
☐ Min. \$ 5,000,000		
☒ Min. \$ 500,000		
☐ Min. \$ 300,000		
Coverage B		
Company Name		
Policy #	Policy Expiration Date	
Type of Insurance		
☒ Vehicle Liability	☐ Worksmen Comp.	
☒ Additionally Insured		
Coverage Amount		
☐ Min. \$ 5,000,000		
☒ Min. \$ 500,000		
☐ Min. \$ 300,000		

Bond Inquiry



Application Number **2010-09681** Category Code **12 SHIP AGENT**

Permit Number

Company name

Bond

Bond # Expiration Date

Contact Name

Issuer

Address

City

State

Zip code

Phone

Fax

Type ☐ Certificate of Deposit ☒ Letter of Credit ☐ Indemnity Bond

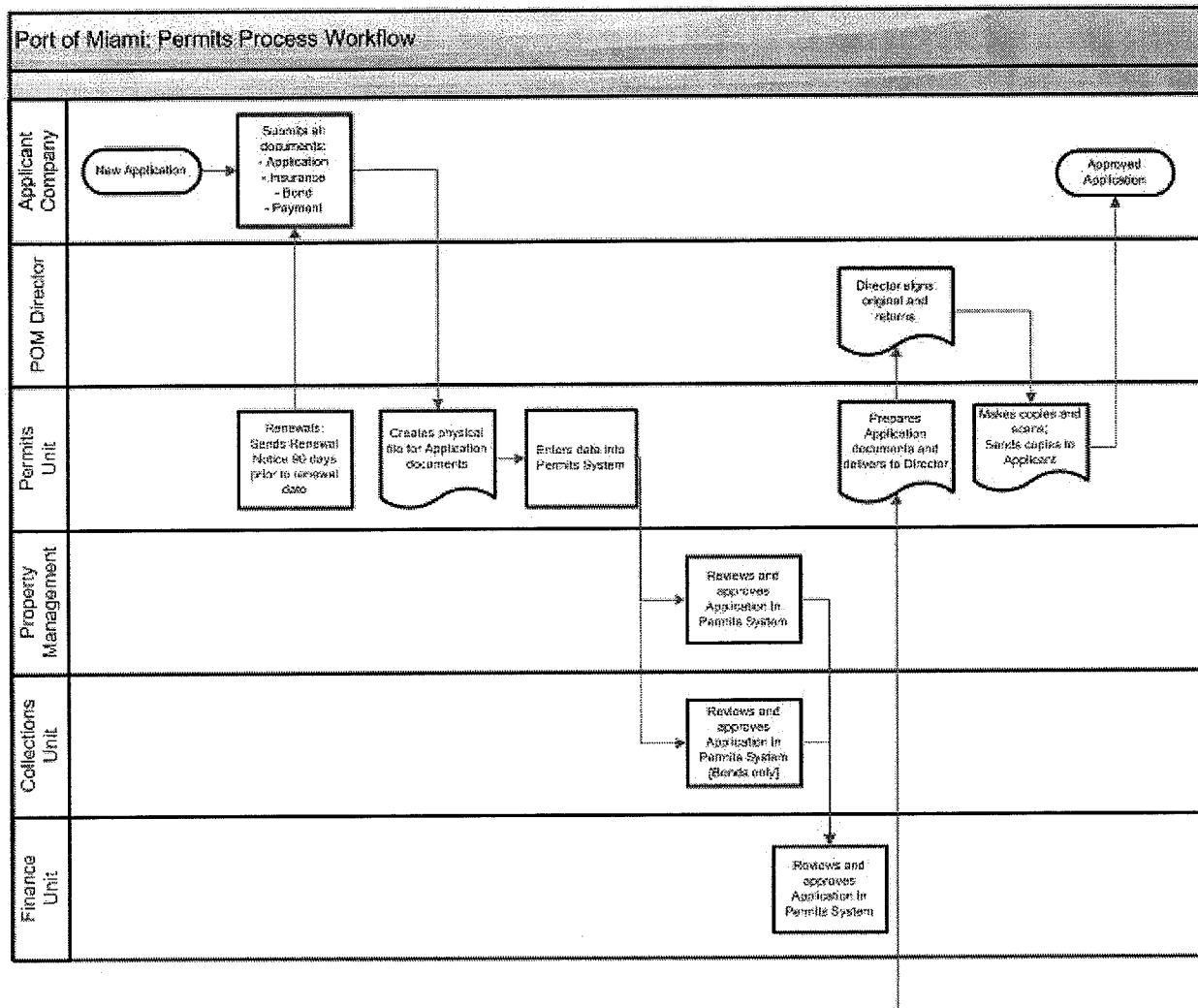
Amount

 **Save**

 **Exit**

Application Inquiry											
  Followup  Insurance  Bond  Payment  Letters  Save  Close	<table><tr><td colspan="2">Application</td></tr><tr><td>Application Number</td><td>2010-09708</td></tr><tr><td>Application Date</td><td>03/02/2009</td></tr><tr><td>First business Date</td><td>06/01/2009</td></tr><tr><td>Status</td><td>R</td></tr></table>	Application		Application Number	2010-09708	Application Date	03/02/2009	First business Date	06/01/2009	Status	R
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	Comment										
	Company										
No. 2922 Name											
Doing Business As											
Primary Contact											
Secondary Contact											
Approval											
Supplemental Data Form on File											

Permit Inquiry																																																																																		
  Followup  Insurance  Bond  Payment  Void  Print  Save  Close	<table><tr><td colspan="3">Application</td></tr><tr><td>No. 2009-09601</td><td>App. Date 02/23/2009</td><td>Qty </td></tr><tr><td colspan="3">Permit Information</td></tr><tr><td>Permit Number 3189</td><td>Status A</td><td>Exp. Date 02/23/2010</td></tr><tr><td>First Busn. Date 02/23/2009</td><td>Issue Date 03/02/2009</td><td>By </td></tr><tr><td colspan="3">Payments</td></tr><tr><td>Last Check Rec. Date 02/23/2009</td><td colspan="2">Ins. Exp. Date 11/20/2009</td></tr><tr><td>Amt. Received </td><td colspan="2">Bond Exp. Date </td></tr><tr><td colspan="3">Company Information</td></tr><tr><td>No. 4536</td><td>Name </td><td>☒ Print Company Name</td></tr><tr><td colspan="2">Doing Business As </td><td>☐ Print DBA Name</td></tr><tr><td colspan="3">Primary Contact</td></tr><tr><td>Name </td><td>Middle </td><td>Last Name </td></tr><tr><td colspan="3">Title </td></tr><tr><td colspan="3">Address </td></tr><tr><td>City </td><td>State </td><td>Zip </td></tr><tr><td>Country </td><td colspan="2">Email </td></tr><tr><td>Phone </td><td colspan="2">Fax </td></tr><tr><td colspan="3"></td></tr><tr><td colspan="3">Secondary Contact</td></tr><tr><td>Name </td><td>Middle </td><td>Last Name </td></tr><tr><td colspan="3">Title </td></tr><tr><td colspan="3">Address </td></tr><tr><td>City </td><td>State </td><td>Zip </td></tr><tr><td>Country </td><td colspan="2">Email </td></tr><tr><td>Phone </td><td colspan="2">Fax </td></tr><tr><td colspan="3"> </td></tr></table>	Application			No. 2009-09601	App. Date 02/23/2009	Qty 	Permit Information			Permit Number 3189	Status A	Exp. Date 02/23/2010	First Busn. Date 02/23/2009	Issue Date 03/02/2009	By 	Payments			Last Check Rec. Date 02/23/2009	Ins. Exp. Date 11/20/2009		Amt. Received 	Bond Exp. Date 		Company Information			No. 4536	Name 	☒ Print Company Name	Doing Business As 		☐ Print DBA Name	Primary Contact			Name 	Middle 	Last Name 	Title 			Address 			City 	State 	Zip 	Country 	Email 		Phone 	Fax 					Secondary Contact			Name 	Middle 	Last Name 	Title 			Address 			City 	State 	Zip 	Country 	Email 		Phone 	Fax 		 		
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Attributes

Application for Permit

This form is available on web: <http://www.miamidade.gov/portofmiami/library/permit-application.pdf>, to be downloaded by applicant. It is, however, submitted exclusively physically. When scanned, this document/file will also contain the Payment (check) and the approved Permit. Below are the attributes.

Name	DataType	Size	Nulls?
APP_NUM	VARCHAR2	10	No
CT_CATEGORY_NUM	VARCHAR2	2	Yes
CO_NUM	VARCHAR2	10	Yes
PR_PERMIT-NUM	VARCHAR2	5	Yes
APP_FIRST-DATE	DATE	7	Yes

Bond

Name	DataType	Size	Nulls?
APP_NUM	VARCHAR2	10	Yes
BD_NUMBER	VARCHAR2	15	Yes
BD_EXP_DATE	DATE	7	Yes

Certificate of Liability Insurance

Each will be in a different format depending on the insurance company providing the coverage.

Name	DataType	Size	Nulls?
APP_NUM	VARCHAR2	10	Yes
INS_POLICY_NUM	VARCHAR2	15	Yes
INS_EXP_DATE	DATE	7	Yes
INS_POLICY_NUM_B	VARCHAR2	15	Yes
INS_EXP_DATE_B	DATE	7	Yes

The ECM system will not carry out any validation of the alpha numeric fields; it is assumed that when the data is passed to the repository, it would have already been checked. POM is investigating a Kofax module that will reach into the Permits System to validate/verify meta-data.

2.9 Payment Schedule

Payment by the County to the selected Proposer will be based on the successful completion of project milestones. The County's acceptance of each project milestone will be at the County's sole discretion.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses 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 an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee 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 Evaluation/Selection Committee 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 Evaluation/Selection Committee member.

The Technical Review Committee will read each written Proposal and submit a report to the Evaluation/Selection Committee. The report will describe the strengths, weaknesses and deficiencies of each Module and will describe each Module as:

- Highly Acceptable: The Proposal contains a means of accomplishing most of the County's desired features. The proposed Module provides enhanced capabilities for the County and has additional desired features which are being planned and/or the Proposer will work with the County to achieve these features within a reasonable time frame.
- Acceptable: The Module is usable by the County.
- Marginal: The Module contains weaknesses and/or deficiencies which will result in additional labor on the part of the County.
- Unsatisfactory: The Module does not meet the County's needs and would have a negative impact on operations if used.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance. Company's vision, fit, financial stability, product roadmap, etc., including IWA experience.	20
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractor(s), that will be assigned to this project, and experience and qualifications of subcontractors, including IWA experience.	10
3. Proposer's approach to providing the services requested in this solicitation.	
A. Proposer's implementation service and support capabilities Including: implementation, documentation, data migration, training, project planning, maintenance, and warranty.	10
B. Proposer's approach and experience in implementing IWA Solutions with business process improvement projects.	15
4. Proposer's ability to meet the technical and functional requirements as outlined in Section 2.0	40
<u>Price Criteria</u>	
5. Proposer's proposed price	5

Total Points**100****4.3 Oral Presentations**

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations). Upon completion of the oral presentation(s), the Evaluation/Selection Committee 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 the Department of 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 the Department of Small Business Development at (305) 375-3111 or access www.miamidade.gov/sba. 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.

4.5 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.

4.6 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, 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 Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.7 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Manager with their recommendation. The County Manager or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Manager or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers (BAFO).

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 Manager'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:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (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.

4.8 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager or designee makes an award recommendation. 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.

4.9 Rights of Protest

- A. 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 County Code, as amended, and as established in Implementing Order No. 3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- D. For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000, each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 NW 1st Street, Miami, FL. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Solicitation.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. 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. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its

Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements

The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificates(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

C. Inspector General Reviews

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 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 Miami-Dade County Ordinance No. 03-192, 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

Proposal Submission Package

Form B-1 – Price Proposal Schedule

FormS A-1 through A-6

Draft Form of Agreement

Appendix C – AP Process Flow

RFP

PROPOSAL SUBMISSION PACKAGE

PROPOSAL SUBMISSION PACKAGE
Request for Proposals (RFP) No. 690

**ELECTRONIC CONTENT MANAGEMENT SOLUTION WITH CUSTOMIZABLE
WORKFLOW CAPABILITY**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PACKAGE completed as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete the Proposer Information section following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Affidavits/Acknowledgements

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

4. Form B-1, Price Proposal Schedule

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

5. Proposal Submission

Submit in hardcopy format an unbound original, complete Proposal Submission Package and seventeen (17) copies of the complete package (for a total of eighteen Proposals) **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container. Proposers are requested to submit an electronic version of the Proposal in PDF format or equivalent. The electronic version shall also be submitted with the unbound originals as appropriate. Electronic media submitted may be either a Compact Disk (CD) or USB Flash Drive and shall bear a label on the outside containing the RFP number and name, the name of the Proposer. All electronic media submitted to the County will not be returned to the Proposer.

Proposer's Name

Proposer's Address

Proposer's Telephone Number

Clerk of the Board

Stephen P. Clark Center

111 NW 1st Street, 17th Floor, Suite 202

Miami, FL 33128-1983

RFP No.: 690

RFP Title: ELECTRONIC CONTENT MANAGEMENT SOLUTION WITH CUSTOMIZABLE WORKFLOW CAPABILITY

Proposal Due Date: Friday, September 25, 2009 @ 2:00 PM (local time)

TABLE OF CONTENTS

1. The Table of Contents should outline in sequential order the major areas of the proposal. Proposers should carefully follow the order and instructions outlined below. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

MINIMUM QUALIFICATION REQUIREMENTS

2. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are:
 - a. Proposer must have completed at least five years experience implementing ECM and IWA solutions in entities of similar size and complexity as Miami-Dade County. Implementation experience in public entities is preferred.
 - b. Proposer must have at least five years experience developing and providing software, maintenance, and support with electronic content management and IWA solutions.

PROPOSER'S PRODUCT, BACKGROUND, EXPERIENCE AND PAST PERFORMANCE

3. Describe the Proposer's company background, past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Describe the key value-added features (products or services) that differentiate you from your competitors. Provide three years of Financial Statements.
4. Describe each software module of the system. Include the functionality of each module and how the individual modules interface. Include also a description of the tools to be used with the proposed system. Incorporate answers to all of the questions listed in Section 2.0.
5. Incorporate answers to all of the questions under item (5) which are specific to the IWA solution and its implementation.
 - a. Is the proposer offering a third-party application to satisfy the Accounts Payable IWA requirements, or the related forms, workflow, etc. will be developed by the proposer using ECM tools?
 1. If a third-party application, provide the name of the company and the application and briefly explain integration process with ECM solution. Provide number of implementations with this solution and some references.
 2. If a custom made ECM solution for accounts payable, provide the number of accounts payable implementations and some references.

- b. Explain briefly integration process of invoice capturing system (e.g. Kofax for Invoices) and IWA/ECM solution. Explain whether the validation and extraction of vendor and PO information from FAMIS will be done within the invoice capturing system or within the IWA/ECM solution?
- c. Explain briefly the proposed OCR/ICR process. Provide capture effectiveness percentiles. Are templates used as part of the process or OCR is accomplished through other means?
- d. What type of annotations/comments can be made at the invoice? Is an annotated document a different version of the original document?
- e. Provide screen shots of document search screen with multiple index fields, and displaying all related documents in the search result.
- f. Workflow:
 - 1. Explain briefly the workflow system and approval process.
 - 2. Provide screen shots of workflow configuration. Can it be configured by a non-technical administrator?
 - 3. Provide screen shots of workflow history and current status of a document. Show how an authorized user outside of the workflow process can check the status of a document.
 - 4. Explain and provide screen shots of the escalation process of a document.
 - 5. Explain briefly the reminder, delegation and escalation procedures in workflow. What type of notification your system generates for high priority, escalation, pending items?
 - 6. Explain and provide screen shots of functionality to add an ad-hoc step in a workflow process. Can this be done by an authorized non-technical user within the workflow process or has to be done by an authorized administrator?
 - 7. Explain briefly the electronic signature/approval process of documents. Does your system allow for signature password without customization to the system (A signature password is preferred for electronic signature and this password should be in addition to the normal password sign-on into the system)? If not provided out of the box, explain the steps and number of hours to provide. Do you support stylus signature approval?
 - 8. How and where do you capture required information (e.g. multiple account coding) from the user during the workflow process of a document?
- g. Explain briefly the retention and disposition process of a document.
- h. Can Security be managed by a non-technical administrator? Provide the level of skill required to manage security.

- i. Does your system support federal and State of Florida document management certification standards? (see Section 2.1 for a listing of legal references) Please explain and provide references.
 - j. Do you provide your own query and reporting tool for ad-hoc reporting, explain? Could third party reporting tools be used, e.g. Crystal Reports?
 - k. Do you provide statistical reporting and analytic tools of accounts payable data? Provide screen shots of sample reports.
 - l. Provide screen shots of simultaneous multiple image viewing, e.g. invoice document, PO document, split screen indexing support.
 - m. What type of integration (real time, web services, interface, etc) with FAMIS are you proposing, if any? Please explain integration process for each item below.
 - 1. Cross checking and validation of invoice vendor and PO data.
 - 2. Automatic population of document index values, e.g. department code, account code, vendor name, etc.
 - 3. Account coding validation
 - 4. Invoice payment information, e.g. check number, date paid.
 - 5. PO and payment check document (actual image)
 - 6. Create AP voucher in FAMIS
 - n. Do you provide vendor portal functionality, explain? Provide screen shots of self-service invoice entry, and/or other means for capturing of vendor invoices in electronic format, as well as PO flip. Explain preferred method and related implementation requirements.
 - o. Explain briefly the validation process for duplicate invoices.
 - p. We envision that final matching of an invoice will be done in FAMIS. What additional matching functionality do you provide or suggest to be done in the IWA solution, and would you provide integration of the results with FAMIS?
 - q. Explain briefly the collaboration procedures for exceptions and dispute resolution.
 - r. Highlight the strengths of the proposed IWA solution and what distinguishes it from the products of your competitors.
6. Documentation:
- a. Describe all forms of documentation and on-line help included with the proposed system.
 - b. Provide sample reports that the Proposed Solution will generate.

- c. Provide list of proposed configuration and infrastructure documentation to allow the County to understand how the platforms are to be configured, how they integrate data and how to modify the environment for future requirements.
7. Describe how many upgrades and key features/functionalities and/or technical improvements were developed within the last five years. Provide an outline of the major enhancements and future direction of your product within the next five years.
8. Provide the number of employees working in the product being proposed and what percentage are sales, research and development, support, other. Provide the amount spent in research and development (R&D) in the last three years for the product being proposed and its ratio to total expenditures. provide the ratio of R&D staff to support staff; provide the ratio of customer support staff to number of customers.
9. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person, phone number, and e-mail, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
10. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
11. Provide a listing of all major ECM and IWA clients including public entities, and modules each client is using.
12. Describe any user groups for the product. How often does it meet? What are their functions? To what degree do they influence the course of software development?

KEY PERSONNEL AND SUBCONTRACTORS PERFORMING SERVICES

13. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. Describe experience, qualifications and other vital information of all key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
14. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.

15. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
16. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

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

PROPOSED APPROACH TO PROVIDING THE SERVICES

17. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services (**see Section 2.0**). Proposers are to discuss and provide documentation depicting the various project stages, milestones, module installation, and necessary Proposer and County staffing. The Proposer must submit an implementation plan and Gantt Chart to include approximate timeframes for all implementation phases and key tasks (including, but not limited to software customization, site preparation, training, data conversion, acceptance testing, load and balance testing, implementation of the software modules and post-implementation support) and resource allocation.

Business Process Review. The implementation plan should include activities to conduct a detailed business process and content analysis of the accounts payable invoice processing. This review should provide recommendations for best practices implementation of the IWA solution in a shared services environment.

User Acceptance Testing. The proposer should allocate sufficient time for comprehensive user acceptance testing in coordination with other required tests.

Knowledge Transfer. Propose a comprehensive transfer of knowledge to County staff. This transfer must be built into the project plan and time allocated to this activity throughout the project and a recap of knowledge transfer built into the post production period. The Proposer should indicate in the response that all areas will be targeted for technical and user populations regarding knowledge transfer.

18. Describe Proposer's implementation, methodology and recommended solutions in performing the services described in the Scope of Services (Section 2.0). The Proposer shall describe its approach to project organization and management, responsibilities of Proposer's management and staff personnel that will perform work in this project.
19. If the Solution requires any other additional hardware and/or software not included above, Proposer must provide a breakdown of components and corresponding prices.
20. The proposed Solution should have multi-level security measures built in to allow the County to define access to the data based on current industry best practices such as roles, permission lists, individual staff. Explain in detail how this will be accomplished.
21. Provide breakdown of number of hours and description of level of software customization that will be required per functional requirement in order to meet the requirements defined in the Scope of Services (Section 2.0).

22. Please explain the proposed Solution's process for archiving historical records.

23. Please explain the Solution's architecture in your proposal response.

24. Training:

- a. Provide a detailed description of training courses that are offered as part of the Proposal to the County. Provide the recommended number of on-site training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training (if available), training documentation, etc.
 - b. Provide an itemized training plan to describe the methodology, facilities, and levels and types of training required. Training prices must be all inclusive and presented as one total price without separate per diem charges for the trainer's travel, room and board. An option for "train the trainer" approach including materials for further rollouts should be included.
 - c. Training will be conducted on-site. However, the selected Proposer may also provide other types of training including video conferencing and on-line tutorials if desired. Proposers must specify the types of training they will provide, the number of hours of training that will be given, and the number of staff to be trained based upon their assessment of the amount of training needed to meet adequate training requirements. Pricing for training, including materials, personnel and hours must be included as part of the Proposer's proposal response on Form B-1.
25. Provide a detailed explanation on the Solution's infrastructure and the approach to Solution Maintenance. Including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Specify which are included as part of the Proposed Solution.
26. Provide description of anything (functionality, software, or hardware) not identified in the RFP that will be required to make Proposed Solution meet the Scope of Services.
27. Explain in detail how data integrity is maintained in your application. (ie. orphans, etc.)
28. Provide all hardware and/or equipment recommendations to achieve optimal performance for the Proposed Solution as well as meet the requirements defined in Section 2.0.
29. Identify if Proposer has taken any exception to the terms of this Solicitation and the draft form of agreement. If so, indicate what alternative is being offered and the cost implications of the exception(s) if applicable.
30. Proposer must provide application technical drawings and dataflow diagrams:

Proposer must provide detailed data flow diagrams. The detailed data flow diagram must fully illustrate and document how the various solutions components communicate with one another. An appendix of the detailed flow diagram should include all communication requirements for the solution. The appendix will detail which TCP/IP ports are used by the application for communication between client and server and server to server. This appendix should provide sufficient detail to use as the basis for constructing any supporting firewall rule sets.

31. The proposer will provide a comprehensive change management (organizational readiness) plan to be executed in conjunction with the County. Change Management must take into

account establishing the shared services model as a significant shift away from current accounts payable processes.

32. The proposer will provide an approval process for software customization.
33. Provide the details of technical support and help desk services, and present it in a format similar as in Section 2.7.4 above.

PROPOSED PRICE FOR THE ELECTRONIC CONTENT MANAGEMENT SOLUTION WITH CUSTOMIZABLE WORKFLOW CAPABILITY

34. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule".
35. If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the correct Form B-1, and then include a separate alternate pricing labeled "ALTERNATE PRICE PROPOSAL". The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations.

FORM B-1

PRICE PROPOSAL SCHEDULE

Form B-1

Price Proposal Schedule

ELECTRONIC CONTENT MANAGEMENT SOLUTION WITH CUSTOMIZABLE WORKFLOW CAPABILITY

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. Additional sheets may be added as applicable.

The Proposer must submit this Form B-1 "Price Proposal Schedule" together with the technical portion of the Proposal in one package for evaluation. All pricing must include **all cost elements** including but not limited to travel, warranty, integration, maintenance, support, and professional support services provided in the Proposal response.

A. PROPOSED PRICE

The Proposer shall state its price for providing all minimum and desired services as stated in Section 2.0 - Scope of Services. Optional services as stated in Section 2.0 – Scope of Services are to be provided further down in its own section.

TOTAL PROPOSED PRICE FOR A COUNTY HOSTED ELECTRONIC CONTENT MANAGEMENT SOLUTION WITH CUSTOMIZABLE WORKFLOW CAPABILITY FOR THE INITIAL TREE (3) YEAR TERM:

\$ _____

Note: A payment schedule will be negotiated with the selected Proposer and based upon project milestones and deliverables (e.g., installation, County's final acceptance of deliverables, etc.)

B. BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the "Proposed Price" stated Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "N/C".

DESCRIPTION	PRICE
Software License Fee	\$
Professional Services	\$
Testing and Implementation	\$
ECM Customization Costs	\$

IWA Customization Costs	\$
Training (Please provide detailed cost breakdown below)	\$
Interfaces (Please provide detailed cost breakdown below)	\$
Software Escrow Agreement (Initial Contract Term)	\$
Travel	\$
Additional Costs and Fees (Please list and add additional sheets as necessary)	\$
Maintenance and Technical Support Service Fees (Initial Contract Term)	
Maintenance and Technical Support Service Fees Year 1	N/A – Warranty Period
Maintenance and Technical Support Service Fees Year 2	\$
Maintenance and Technical Support Service Fees Year 3	\$
Total Proposed Price*	\$

* Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.

PRICE BREAKDOWN FOR TRAINING			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Other			
	Description		\$
			\$
Total for Training:			\$

PRICE BREAKDOWN FOR INTERFACES			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Other	Description		
			\$
			\$
Total for Interfaces:			\$

C. OPTIONAL IWA AND PORT OF MIAMI FUNCTIONALITIES AND SERVICES

The Proposer shall state its price for providing all Optional IWA and Port of Miami Functionalities and Services and related services as provided for in the tables below. **These prices should not be included in the Proposer's Total Proposed Price.** Unless otherwise negotiated by County and Contractor, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including any option-to-renew periods.

OPTIONAL IWA DESCRIPTION	PRICE
Ability to integrate with FAMIS to create voucher in legacy system after document workflow process has been completed in IWA solution. Propose list of potential integrations.	
Ability to support workflow paths based on approval tables residing in FAMIS	
Ability to support two-way and three-way matching of invoices at the gross level and line-item level	
Ability to support collaboration between Finance, County department users and vendors to manage invoice exceptions and dispute resolution, and keep information as part of document. (Describe process and technical requirements.)	

Ability to pre-fill and validate fields in a form from external data sources. e.g. FAMIS.	
Ability to integrate with PeopleSoft for the processing of AP invoices	
Ability to support the capturing of invoices from vendors in electronic formats	
Ability to support vendor self-service invoice entry with proper security authentication	
Ability to support PO-Flip	
Ability to support web enable interface for vendors to upload invoices to be processed into IWA solution	
Ability to support vendor portal	
Total Proposed Price	\$

OPTIONAL PORT OF MIAMI DESCRIPTION	PRICE
Professional Services	\$
Testing and Implementation	\$
Training (Please provide detailed cost breakdown below)	\$
Interfaces (Please provide detailed cost breakdown below)	\$
Travel	\$
Additional Costs and Fees (Please list and add additional sheets as necessary)	\$
Total Proposed Price	\$

OPTIONAL PORT OF MIAMI PRICE BREAKDOWN FOR TRAINING			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$

		\$	\$
		\$	\$
		\$	\$
Other	Description		
			\$
			\$
Total for Training:			\$

OPTIONAL PORT OF MIAMI PRICE BREAKDOWN FOR DATA CONVERSION			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Other	Description		
			\$
			\$
Total for Data Conversion:			\$

OPTIONAL PORT OF MIAMI PRICE BREAKDOWN FOR INTERFACES			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

		\$	\$
		\$	\$
		\$	\$
Other	Description		
			\$
			\$
Total for Interfaces:			\$

D. OPTIONAL MAINTENANCE SUPPORT SERVICES

The Proposer shall state its price for providing all Optional Services and related services as provided for in the table below. **These prices should not be included in the Proposer's Total Proposed Price.** Unless otherwise negotiated by County and Contractor, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including any option-to-renew periods.

OPTIONAL YEARS TO RENEW (OTR) FEE SCHEDULE

DESCRIPTION	ANNUAL FEE	TOTAL
OTR 1 - 2 Ongoing Maintenance and Technical Support Service Fees (Years 4 through 7)	-	\$
OTR 1 - Ongoing Maintenance and Technical Support Service Fees Years 4 & 5	\$	
	\$	
OTR 2 - Ongoing Maintenance and Technical Support Service Fees Years 6 & 7	\$	
	\$	

E. ADDITIONAL OPTIONAL PROFESSIONAL SERVICES, PRODUCTS, AND MAINTENANCE SUPPORT SERVICES

Proposer must provide rates for disciplines of its personnel for any additional professional services, products, maintenance, and support services requested by County which are not part of this Scope of Services, but may become necessary at a later time.

ADDITIONAL OPTIONAL PROFESSIONAL SERVICES

Service	Proposed Rate
Project Manager	\$ Per Hour
Developer	\$ Per Hour
Web Developer	\$ Per Hour

Trainer	\$	Per Hour
System Administrator	\$	Per Hour
Database Administrator	\$	Per Hour
On-Site Training (Per Day)	\$	Per Day
Other		

ADDITIONAL OPTIONAL PRODUCTS

DESCRIPTION	PER LICENSE FEE	TOTAL
Additional ECM Software License	\$	
Additional IWA Software License	\$	

ADDITIONAL MAINTENANCE SUPPORT SERVICES

DESCRIPTION	PER YEAR MAINTENANCE SUPPORT FEE	TOTAL
Additional Maintenance Support Per ECM Software License	\$	
Additional Maintenance Support Per IWA Software License	\$	

F. ENTERPRISE SOFTWARE LICENSE

DESCRIPTION	PRICE
ECM Enterprise License Fee	\$
IWA Enterprise License Fee	\$
ECM and IWA combined Enterprise License Fee	\$
Software Escrow Agreement (<i>Initial Contract Term</i>)	\$
Software Escrow Agreement (<i>Years 4 through 7</i>)	\$
Maintenance and Technical Support Service Fees (Initial Contract Term)	
Maintenance and Technical Support Service Fees Year 1	N/A – Warranty Period

Maintenance and Technical Support Service Fees Year 2	\$
Maintenance and Technical Support Service Fees Year 3	\$
Total Proposed Price*	\$

DESCRIPTION	ANNUAL FEE	TOTAL
OTR 1 - 2 Ongoing Maintenance and Technical Support Service Fees (Years 4 through 7)	-	\$
OTR 1 - Ongoing Maintenance and Technical Support Service Fees Years 4 & 5	\$	
	\$	
OTR 2 - Ongoing Maintenance and Technical Support Service Fees Years 6 & 7	\$	
	\$	

Notes:

1. Compensation to the selected Consultant for Additional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project.

G. COUNTY USER ACCESS PROGRAM (UAP)

Joint purchase and entity revenue sharing program

For the County's information, the Proposer is requested to indicate, at '1' and '2' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.0 of this Solicitation. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the Proposer's expression of general interest in '1' and '2' below is for the County's information only and **shall not be binding** on the Proposer.

1. If awarded a contract as a result of this Solicitation, would Proposer be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes__ No__

and

2. If awarded a contract as a result of this Solicitation, would Proposer be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental, or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes__ No__

Proposer: _____

Authorized Signature: _____

Print Name and Title: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____

E-Mail: _____

FORMS A-1 THROUGH A-6

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization): 		
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON: Name: _____ Title: _____		
MAILING ADDRESS: Street Address: _____ City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE: ____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (Explain): _____		
IF CORPORATION, Date Incorporated/Organized: _____ State Incorporated/Organized: _____ States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR: 		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT: 		
CRIMINAL CONVICTION DISCLOSURE: Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County. ☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		
PROPOSER'S AUTHORIZED SIGNATURE The undersigned hereby certified that this proposal is submitted in response to this solicitation. Signed By: _____ Date: _____ Print Name: _____ Title: _____		

A-1 Rev. 1/23/07

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

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

NO.	NAME	TITLE	EMPLOYED BY	TEL.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation.

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

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

Signature of Authorized Representative: _____ Title: _____
 STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, by _____, a _____, who is personally known _____ (Individual, Officer, Partner or Agent) _____ (Sole Proprietor, Corporation or Partnership) to me or who has produced _____ as identification and who did/did not take an oath.

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank) (Serial Number, if any)

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 200__

Addendum #2, Dated _____, 200__

Addendum #3, Dated _____, 200__

Addendum #4, Dated _____, 200__

Addendum #5, Dated _____, 200__

Addendum #6, Dated _____, 200__

Addendum #7, Dated _____, 200__

Addendum #8, Dated _____, 200__

Addendum #9, Dated _____, 200__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

A-3 - Rev. 1/27/00

Form A-4

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2009. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,

by _____ (Date)
or has _____ He/She is personally known to me

(Affiant)
presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

FORM A-5

SUBCONTRACTOR/SUPPLIER LISTING**(Ordinance 97-104)**

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

--	--	--	--	--

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's
Date
Authorized Representative

Print Name

Print Title

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)

Form A-6

FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

DRAFT FORM OF AGREEMENT

Electronic Content Management Solution with Customizable Workflow Capability

THIS SOFTWARE LICENSE, IMPLEMENTATION, INTEGRATION, 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 _____ , A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF _____, HAVING ITS PRINCIPAL OFFICE AT _____ (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide an Electronic Content Management Solution with Customizable Workflow Capability, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 690 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Electronic Content Management Solution with Customizable Workflow Capability for the County, in accordance with the terms and conditions of this Agreement;

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

- A. County is the owner of, or has acquired rights to, the Electronic Content Management Solution with Customizable Workflow Capability and Documentation (as defined below).
- B. Contractor desires to grant to the County and the County desires to obtain from the Contractor a nonexclusive perpetual enterprise license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.
- C. Contractor shall provide the required maintenance and support services for the Software licensed by the County on the conditions set forth in this Agreement.

ARTICLE 1. DEFINITIONS

- (a) The term "Application Software" or "Licensed Software" to mean the license programs that will be used to perform the tasks specified in the Scope of Services.

- (b) The terms "Contractor" or "Consultant" or "Vendor" to mean the Proposer who receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant."
- (c) The term "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- (d) The term "Days" to mean calendar days.
- (e) The term "Deliverables" to mean the tangible work product submitted by the Contractor to the County.
- (f) The term "Enterprise License" to mean licensing covering all Miami-Dade County facilities and staff, and its citizens.
- (g) The terms "Enterprise Technology Services Department" or "ETSD" to mean Miami-Dade County's central information technology department.
- (h) The term "Evaluation/Selection Committee" to mean the group of individuals who will be reviewing the submitted Proposals and eventually recommending a Proposer(s) for award.
- (i) The term "Existing Hardware" to mean the hardware infrastructure that the Licensed Software must be able to operate in.
- (j) The term "Final Acceptance" to mean the successful completion of the Hardware Functionality, Data Load, Module Functionality, Integration, System Reliability Testing and User Acceptance Testing which demonstrate that all System functions are operational and perform as required by Section 2.0: Scope of Services of this RFP.
- (k) The term "GoLive" or "GoLive Date" to mean the date on which the delivered System is used in a production environment.
- (l) The term "County Computer Network" to mean everything associated with providing Wide Area Network services, Local Area Network services and wireless services, including all servers and applications.
- (m) The term "Maintenance" to mean keeping the license software in a condition so that it operates as set forth in the documentation and in conformity to Section 2.0: Scope of Services of this RFP.
- (n) The term "Module" to mean a distinct component of the "Licensed Software."
- (o) The term "Proposer" to mean the primary person, firm, entity or organization submitting a response to this Solicitation and stated in Form A-1.
- (p) The terms "Scope of Services" or "Scope of Work" to mean Section 2.0 of this RFP, which details the work to be performed by the Contractor or Subcontractor.
- (q) The term "Services" to mean all actions performed or to be performed by the Contractor or its Subcontractors as listed in Section 2.0: Scope of Services of this RFP.
- (r) The term "Short-list" to mean a narrowing of the field of consideration.
- (s) The term "Solicitation" to mean this Request For Proposal (RFP) document and all associated addenda and attachments.
- (t) The terms "Subcontractor" or "Subconsultant" 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 Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.

- (u) The term "System" to mean the total complement of hardware, software, goods and services, peripherals and all other items, tangible and intangible, designed to operate as an integrated group.
- (v) The term "Technical Review Committee" to mean the group of individuals who will be assessing the software functionality, and the technical, operational, and maintenance requirements of each Proposal and providing reports to the Evaluation/Selection Committee.
- (w) The term "Third-Party" to mean any company or subcontractor, other than the Contractor, who will provide software, and/or services in order to fulfill the requirements of Section 2.0: Scope of Services of this RFP.
- (x) The term "User" to mean anyone accessing the licensed software, including both staff and citizens.
- (y) The term "Warranty Period" to mean the period beginning with Final Acceptance of the System and continuing for one year.
- (z) The terms "Work," "Services," "Program," "Project," or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with Section 2.0: Scope of Services of this RFP and the terms and conditions of this Solicitation.

ARTICLE 2. GRANT OF RIGHTS

2.1 License. The License granted for Software under this Agreement authorizes the County on a nonexclusive basis to use the Software on Designated Equipment as outlined in Exhibit "A".

2.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Contractor, the fees shall be according to Appendix B "Payment Schedule". All additional licenses purchased shall be documented in writing by the Contractor and amended in Exhibit "A".

2.3 Web Based Applications for Municipalities. County may serve web based applications to municipalities within Miami-Dade County. Access is limited to web based applications hosted by Miami-Dade County ETSD (at ETSD facility). The municipalities will be allowed to leverage Miami-Dade ETSD IT infrastructure

ARTICLE 3. DELIVERY

3.1 Software. The Contractor shall deliver to the County a master copy of the Software licensed hereunder in object code form, suitable for reproduction, in electronic files only.

3.2 Web Based Software. All County license keys, usernames, and passwords shall be authenticated by the Contractor and perform according to Appendix A "Scope of Services".

3.3 Documentation. The Contractor shall deliver copies of the associated Software Documentation to the County in an electronic format.

ARTICLE 4. AGREEMENT TERM

4.1 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 three (3) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for two (2) additional two (2) year periods.

4.2 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.

4.3 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 5. SUPPORT AND MAINTENANCE SERVICES

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

- a) Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
- b) Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
- c) Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
- d) Provision of available major upgrades (version with substantially enhanced volume of functions).
- e) Information via electronic communication (email) when new minor/medium/major updates are available.

The support and maintenance services listed in this clause 5.1 only comprise the products licensed by the County, but not any new products of the same product family. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

Resolution time, interim solution.

5.2 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 and a classification in the following priority and error levels as detailed in the table below:

1. Help Desk Services

- A. Live support for "any issue" available from 7:00 AM – 7:00 PM (ET) Monday through Friday.
- B. Live support for "system down issues" available 24 hours a day, 7 days a week.

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System, whether hardware or software, is in a non-responsive state and severely affects County's productivity or operations. A high impact problem which affects the County.	One (1) Hour	Four (4) Hours	One (1) Hour
2=Urgent	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup	Two (2) Hours	Eight (8) Hours	Two (2) Hours

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
	problems; or issues affecting the use of a module or the data.			
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	4 hours	Seventy two (72) 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.	24 hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

5.3 Email Support. For the term of this Agreement, Contractor shall provide support via email. The error and priority levels set forth in clause 5.2 above and the response times indicated therein are applicable.

5.4 Subject Matter of Support Services. The subject matter of support services in clauses 5.2 and 5.3 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.

5.5 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Contractor as set forth in Exhibit "A".

ARTICLE 6. SOFTWARE MODIFICATIONS

6.1 Error Corrections and Updates. The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Contractor's release schedule for the term of this Agreement.

6.2 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the licensed Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) 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. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

6.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor.

ARTICLE 7. FUNCTIONALLY EQUIVALENT SOFTWARE

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

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

In the event of a conflict between this Article 7 and any other Articles contained within this Agreement, this Article 7 will prevail.

ARTICLE 8. LICENSE FEES AND PAYMENT

8.1 License Fee. In consideration of the license rights granted in Article 2 above, the County shall pay the Software License Fees or other consideration for the Software and Documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis. 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 or before County's approval of this Agreement shall be at the Contractor's risk and expense.

8.2 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.

8.3 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.

8.4 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 Manager, or his or her designee(s), not later that 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:

Miami-Dade County
Enterprise Technology Services Department
5680 S.W. 87th Avenue
Miami, Florida 33173

Attention: Chris Crowley

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

ARTICLE 9. PROTECTION OF SOFTWARE

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

9.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Contractor nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Contractor hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth by the County in a defined SOW.

9.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

9.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

ARTICLE 10. CONFIDENTIALITY

10.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 if the Florida Statutes. Notwithstanding anything else in this Article to the

contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

10.2 Acknowledgement. County hereby acknowledges and agrees that the equipment and associated software constitute and contain proprietary products and trade secrets of the Contractor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the equipment and associated software as confidential in accordance with the confidentiality requirements and conditions set forth below.

- 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 in the course of the performance of the Agreement, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.
- b) 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, subconsultants 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.

10.3 Maintenance of Confidential Information. The Contractor shall advise each of its employees, agents, subconsultants 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 subconsultants 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.

10.4 Injunctive Relief. 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, subconsultants or suppliers without the prior written consent of the County.

10.5 Survival. Licensee's obligations under this Article 9 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 11. WARRANTIES

11.1 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

11.2 Limited Warranty. Contractor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Contractor's then current Documentation for such Software for a period of one year from the date of acceptance.

11.3 Limitations. Notwithstanding the warranty provisions set forth in Section 11.2 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the

Software in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.

11.4 Contractor's Sole Remedy. The Contractor's entire liability and the County's exclusive remedy shall be, at the County's option, either (a) return of the price paid or (b) repair or replacement of the Software; provided the Contractor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

11.5 Limitation of Liability. COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE CONTRACTOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE SOFTWARE AND DOCUMENTATION.

- a) Any provision herein to the contrary notwithstanding, the maximum liability of Contractor to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to the County hereunder, whether such liability arises from any claim based on breach or repudiation of Agreement, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Contractor by the County for the Software whose license, use, or other employment gives rise to the liability.

ARTICLE 12. INSURANCE AND NDEMNIFICATION

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. Public 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.
- D. Professional Liability Insurance in the amount of \$1,000,000 per claim.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance 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: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor 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 herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 13. DEFAULT AND TERMINATION

13.1 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.

13.2 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.

13.3 Events of Default. This Agreement may be terminated by the nondefaulting 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 10 (Confidentiality) or makes an assignment in violation of Article 15 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

13.4 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 9 (Protection of Software), or 10 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

13.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 14. 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:

Miami-Dade County
Enterprise Technology Services Department
5680 S.W. 87th Avenue
Miami, Florida 33173

Attention: Chris Crowley
Phone: (305) 275-7990
Fax: (305)
E-mail: chris.crowley@miamidade.gov

and to the Agreement Manager:

Miami-Dade County

Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Julian R. Manduley
Phone: (305) 375- 2179
Fax: (305) 375- 5688
E-mail: jmandul@miamidade.gov

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

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

ARTICLE 15. 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 16. INSPECTOR GENERAL REVIEWS

16.1 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.

16.2 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.

16.3 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

16.4 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 17. 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.

ARTICLE 18. COUNTY USER ACCESS PROGRAM (UAP)

18.1 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.

18.2 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.

18.3 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 19. 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:

- | | |
|---|--|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit (Section 2.8-1(d)(2) of the County Code)</p> <p>3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)</p> <p>4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(l) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)</p> <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)</p> <p>11. Subcontracting Practices
(Ordinance 97-35)</p> | <p>12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)</p> <p>13. Environmentally Acceptable Packaging
(Resolution R-738-92)</p> <p>14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)</p> <p>15. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> ▪ Identification of individual account records ▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County ▪ Tax reporting purposes ▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records <p>16. Office of the Inspector General
(Section 2-1076 of the County Code)</p> <p>17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises</p> |
|---|--|

pursuant to Sections 2-8.2, 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 20. 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 thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 21. 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 22. 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 23. 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 24. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- 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 Manager 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 Manager'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 Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager 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 Manager 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 Manager 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 Manager 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 Manager, 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 25. 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 26. 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 27. 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 28. 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 29. 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 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 30. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 31. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- c) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- d) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- e) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

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:

- f) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 32. 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 herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, 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 33. 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 34. 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 reprocurement 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 35. 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, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) 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 36. PROJECTS AND SERVICES

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Services").

ARTICLE 37. STATEMENT OF WORK

Prior to the commencement of Services for any Project, 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 38. REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Scope of Services, and as specified herein. The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,
- iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

- a) For each Deliverable made hereunder, the County shall have thirty (30) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County pursuant to Article 38 "Extension of Time", within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:
 - Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
 - Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been

corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.

- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 39. DELIVERY AND INSTALLATION

- a) All Software and/or Deliverables the County ordered shall be delivered F.O.B. Destination. The County shall accept or reject the Software and/or Deliverables within ten (10) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to make delivery within the time specified in the applicable Work Order, or if the Software and/or Deliverable delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered Software and/or Deliverable or may accept any item of Software and/or Deliverable and reject the balance of the delivered Software and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver replacement Software and/or Deliverables for such items of rejected Deliverables and/or Software within fifteen (15) Days of Contractor's receipt of the County's rejection notice.
- c) The County may delay delivery of ordered Software, and/or Deliverables or any portion thereof, for up to sixty (60) days at no additional cost to the County, by giving written notice to the Contractor of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Order. In the event of such delay, the County will provide the Contractor with a new delivery date for such Software and/or Deliverables or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the County's receipt of notice of the Contractor's desire to delay delivery.
- d) The Contractor shall deliver all ordered Software and/or Deliverables no later than thirty (30) days from the order date.
- e) The Contractor shall bear the risk of loss or damage to delivered Software and/or Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test at the applicable site, whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- f) Contractor agrees to install the Software at the applicable Sites set forth in the Contract. Contractor agrees to commence installation of the Software as soon after delivery as is possible, but in no event later than five (5) Days after delivery, or unless a different time for installation is otherwise mutually agreed upon by the parties hereto. All installation work will be performed during normal business hours. Contractor shall diligently pursue and complete such installation without interruption and in accordance with the Implementation Schedule, so that such Software is in good working order and

ready for use by the Installation Date set forth in the Implementation Schedule.

1. Contractor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work at the Site(s) to complete Software installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and other contractors. Contractor shall provide all materials necessary to proper installation of the Software. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.
 2. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform installation services, including, but not limited to, the following: (a) receipt and inventorying of materials; (b) unloading and uncrating of all Equipment and Software; (c) running of cables; (d) installation and testing of batteries, chargers and power boards; (e) running of power cables; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 29.
 3. All cabling provided by Contractor shall be neatly laced, as applicable, dressed, sheathed and adequately supported. When required by local codes, Contractor agrees to provide cables with a flame resistant sheath. All cabling outside any room in which Equipment is located shall be connected in conduits, raceways or runways unless otherwise agreed to in writing by the County. If required by any applicable Federal, State or local laws or codes, Contractor shall ensure that all items of Equipment are firmly held in place in a manner so as to protect such Equipment from seismic shock. In this regard, Contractor agrees to provide fastenings and supports adequate to support Equipment loads with an ample safety margin.
- g) Installation testing shall consist of the tests described in Contractor's proposal dated, which are to be conducted by Contractor and observed by the County. The purpose of these tests is to demonstrate the complete operability of the System(s) in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software features. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 40. SOFTWARE RELATED DOCUMENTATION

The Licensed Software-related Documentation ("Documentation") will consist of the source code for all Licensed Software for which source code is a Deliverable hereunder into an escrow agreement, 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. The Documentation will in all cases be fully applicable to the use of the Programs with the Equipment, 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 three 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 41. SOFTWARE ENHANCEMENTS/MODIFICATIONS

The Contractor understands the County may require changes to the Licensed Software, which is outside the specification of the existing Licensed Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a scope of work and the Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

Thereafter the County and the Contractor shall agree to a not-to-exceed number of hours for the requested modification/enhancement. In no event shall the Contractor perform any Services on the task unless the County issues a written notice to the Contractor to proceed with the task. The Contractor shall not be reimbursed for the preparation of proposals.

When the source code is completed, tested and accepted by the County, the Contractor shall deliver said source code to the County. The County may revise and modify this source code. The Contractor shall, upon the County's request, install the enhancement/modification and shall provide the County with such services as required, at no additional cost, to enable the County to continue the County's intended use of the Licensed Software. Following the County's enhancements/modification acceptance of all enhancements/modification, such enhancements/modification shall thereafter be considered a part of the Licensed Software for all purposes under this Agreement. The Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

If any such enhancements/modification is not acceptable to the County, the County may refuse to accept same, and, in such event, the Contractor agrees to maintain the Licensed Software in the form in effect on the date the Contractor requested the County to accept such update.

ARTICLE 42. SOFTWARE WARRANTIES

- a) Contractor hereby represents and warrants to the County that Contractor has reviewed and evaluated all information furnished by the County and has made all inquiries necessary such that Contractor is fully aware of the County's business requirements and intended uses of the System(s) as set forth or referenced in this Agreement. Accordingly, the System(s) shall satisfy such requirements in all material respects and will be fit for such intended uses. Based on the Contractor's analysis of the Contract Documents, the Contractor hereby represents and warrants to the County that the System(s), as described in the Scope of Services, will meet the County's objectives as set forth in the Contract and that the Contractor is not aware of any material discrepancies among the County's objectives as set forth in the Scope of Services.
- b) Contractor hereby warrants to the County that the Software System(s) to be furnished hereunder at each Site, shall for a period of one (1) year from the applicable System Acceptance Date for a specific Site, (i) operate at the dependability levels specified in the Scope of Services, on a Site by Site basis; (ii) operate as fully integrated System(s) with each component thereof functioning completely and in conjunction with each of the other components of the System(s).

- c) For a period of one (1) year from the applicable System Acceptance Date for a specific Site, Contractor warrants that the portions of the System(s) which were the subject of such System Acceptance Test shall conform to the requirements of the Scope of Services and shall meet the functional, performance and reliability requirements of the County as set forth in the applicable portions of the Scope of Services and the Contractor's proposal. During such one (1) year period for such Site, Contractor will, at no charge to the County, furnish such materials and services as shall be necessary to correct any System(s) defects and maintain the System(s) in accordance with the foregoing system(s) warranty of this subparagraph d).
- d) The performance standards for the System(s) are as set forth in the Contract. Contractor represents and warrants that the System(s) have been configured so that such System(s) performance standards are capable of being met. Such System(s) performance standards shall include, but not be limited to, Contractor's warranty that the System(s) has been properly configured to be capable of handling both the current and the anticipated volumes of transactions specified in the Scope of Services.

ARTICLE 43. SOFTWARE WARRANTY PERIOD

The Contractor warrants that, for a period of one (1) year from the County's final acceptance of the System at a specific site, the Software shall (i) be free from defects in material and workmanship under normal use and remain in good working order; (ii) function properly and in conformity with the warranties in this Agreement, (iii) meet all of the performance standards set forth in the Scope of Work and Contractor's proposal.

In the event the Software does not satisfy the conditions of performance set forth in the Scope Of Services and Contractor's proposal, the Contractor's obligation is to provide a Fix or a Work Around at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements set forth in the Scope Of Services and Contractor's proposal, in the sole discretion of the County. 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. The County may also assess liquidated damages as stated in Article 52 in the event the System software is not operational within the specified timeframes.

ARTICLE 44. 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 Articles 42 " Software Warranties", and 43 "Software Warranty Period".

ARTICLE 45. 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 Articles 42 " Software Warranties", and 43 "Software Warranty Period".

ARTICLE 46. TESTS

- a) Each System provided to the County and installed at a specific site will be subject to several tests, including a System Acceptance test as further defined in the Scope of Service and Contractor's proposal. In order to assure System performance, the County will require a sequence of tests that shall be conducted at no additional cost the County.
- b) Prior to shipment, Contractor shall fully inspect and test the first article of each item of Software when first ordered by the County, and provide evidence thereof in the form of an inspection and/or test report that the items perform in accordance with the Original Software Manufacturers specifications and the requirements set forth in the Scope of Services. Failure of the Software to satisfy the criteria of the by the timeframe set forth in the Implementation Schedule may result in the County assessing liquidated damages as further defined in Article 51.
- c) Within ten (10) days after issuance of the County's written approval of the first test results the Contractor shall deliver a prototype of the System for testing by County personnel. Contractor shall not ship any additional Software until it has received the County's written approval that the prototype system has satisfied all parameters identified in the Scope of Services and Contractor's proposal. Failure of the prototype system to satisfy the criteria set forth in the Scope of Services and Contractor's proposal, by the timeframes set forth in the Implementation Schedule may result in the County assessing liquidated damages as further defined in Article 51.
- d) Upon issuance, the County's written approval of the User Acceptance Test results Contractor may commence to furnish, deliver and install System(s) and other ancillary equipment and Software provided that Orders have been issued by the County.

ARTICLE 46. EXTENSION OF TIME

- a. If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:
 - i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
 - ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
 - iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
 - iv. The Contractor has provided a written request and other information to the County, as described in subsection (d) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time. The Contractor shall specifically state in such notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. If the Contractor shall fail to give the foregoing notice, the right to

request an extension for such cause shall be waived. All of the conditions of this subsection (a) must be met in order to be deemed an Excusable Delay.

- b. All references in this Article to the Contractor shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.
- c. The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
- d. The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering a extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.
- e. Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- f. Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (a.) (iv.) above shall be a condition precedent to the Contractor's rights hereunder.
- g. Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Services, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.
- h. Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 47 "Extension of Time Not Cumulative") nor the making of any payments to the Contractor shall compromise the County's contractual right to assess liquidated damages or to declare the Contractor in default.

ARTICLE 47. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 46 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 48. NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agree that any such claim shall be fully compensated for by an extension of time to complete performance of the Work, as provided for in Articles 46 and 47 "Extension of Time", "Extension of Time Not Cumulative", and 48 "No Damages for Delay".

ARTICLE 49. CHANGES AND EXTRA WORK

- a. The County reserves the right to order changes which may result in additions to, reductions to or deletions from the amount, type or value of the Work required by this Agreement. Any such work shall be known as "Extra Work". It is understood and agreed by the Contractor that the amount to be paid or deducted from payment by the County for Extra Work shall be computed on the basis of the applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager. Extra Work so ordered must be performed by the Contractor.
- b. No Extra Work shall be performed except pursuant to written orders of the Project Manager expressly and unmistakably indicating his intention to treat the work described therein as Extra Work. In the absence of such an order, if the Project Manager shall direct, order or require any work which the Contractor deems to be Extra Work, the Contractor shall nevertheless comply therewith and shall promptly, and in no event after beginning the performance thereof or incurring cost attributable thereto, give written notice to the Project Manager stating why he/she deems such work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to Project Manager to cancel promptly such order, direction or requirement; (2) affording an opportunity to the Project Manager to keep an accurate record of the materials, labor and other items involved; and (3) affording an opportunity to the County to take such action as it may deem advisable in light of such disputed work.
- c. No change in or modification, termination or discharge of this Agreement in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative; provided, however, that any change in or modification, termination or discharge of this Agreement, expressly provided for in this Agreement shall be effective as so provided. The County may only be bound hereunder by a properly authorized officer of the County.
- d. In the event that the County shall order Extra Work for which there are no applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager, it is understood and agreed by the Contractor that the County and the Contractor shall negotiate a mutually agreeable price to be paid by the County for the Contractor's performance of such Extra Work.

ARTICLE 50. SOFTWARE ESCROW

The County requires that the Contractor maintain a software escrow account throughout the life of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the vendor's source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor is unable to support the software. The Contractor is required to maintain the most current version of the application with the escrow agent including but not limited to all incremental releases and upgrades.

ARTICLE 51. LIQUIDATED DAMAGES

The Contractor acknowledges that time is of the essence in the performance of the Work and that damages in the event of the delays and disruptions set forth below will be difficult to ascertain. The Contractor agrees that the amounts set forth below are fair and reasonable as liquidated damages, as a result of the delays described below:

1. In the event the Contractor's Software does not successfully complete satisfactory delivery of documentation and the installation of software, as set forth in Articles 38 "Delivery And Installation", 39 "Software Related Documentation" and 45 "Tests" of this contract, by the time frame set forth in the Implementation Schedule, herein attached as Exhibit A, Contractor shall be assessed liquidated damages in an amount equal to \$1,000.00 per day for each day until delivery of documentation and the installation of software as set forth in Article 38 and pursuant to the implementation schedule are successfully completed.
2. In the event Contractor fails to furnish acceptable Deliverables by the time frames set forth in the Implementation Schedule of the Scope of Services, Contractor shall be assessed liquidated damages in an amount equal to \$1,000.00 for each day until the County accepts the Deliverable.
3. In the event testing of each module, training of the test group, data conversion and testing is not completed by the timeframe set forth in Article 38 of this contract and in the Implementation Schedule, herein attached as Exhibit A, Contractor shall be assessed liquidated damages in an amount equal to \$1,000.00 per day for each day until testing of each module, training of the test group, data conversion and testing is successfully completed.
4. In the event satisfactory completion of system customization, testing and training is not completed by the timeframe set forth in Article 38 of this contract and in the Implementation Schedule, herein attached as Exhibit A, Contractor shall be assessed liquidated damages in an amount equal to \$1,000.00 per day for each day until satisfactory completion of system customization, testing and training is successfully completed.
5. In the event any Software (module) fails to successfully complete System Acceptance Testing, software customization is not completed and in the event complete documentation and installation services are not completed and provided to the County by the timeframe set forth in this contract, and in the Implementation Schedule, herein attached as Exhibit A, Contractor shall be assessed liquidated damages in an amount equal to \$1,000.00 per day for each day until all software (module) successfully completes System Acceptance Testing, software customization is completed and complete documentation and installation services are successfully completed
6. In the event the County does not accept the system because the software does not perform as stipulated in the Scope of Services, the Contractor shall refund all dollars paid to the Contractor, less any amounts paid for Liquidated Damages.

ARTICLE 52. PERFORMANCE BOND

The Contractor shall duly execute and deliver to the County a Performance Bond in the amount of \$_____ ("Face Amount"). The Face Amount shall be reduced to \$_____ (50% of the Face Amount) upon completion of the User Acceptance Testing Criteria set forth on Appendix A. The completed performance bond shall be delivered to the County within twenty (20) calendar days after the Contract Date. If the Contractor fails to deliver the Performance Bond within the specified time, including granted extensions, if any, the County shall declare the Contractor in default of the contractual terms and conditions and the County shall not accept any proposal from the Proposer for a twelve (12) month period following such default.

The following specifications shall apply to the Performance Bond required above:

1. The Performance Bond shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Ratings
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,001 to \$10,000,000	A VIII
\$Over \$10,000,000	A IX

2. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statute (1985) shall be in effect and surety companies not otherwise qualified with this paragraph may optionally qualify by:
 - a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued;
 - b. Certify that the surety is otherwise in compliance with the Florida Insurance Code; and
 - c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S. C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

3. For contracts in excess of \$500,000 the provisions of Section b will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
4. Surety Bonds guaranteed through the U.S. Government Small Business Administration or Contractors Training and Development, Inc., will also be accepted.
5. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so. The contract bond must be countersigned by the surety's resident Florida agent.

ARTICLE 53. 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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IN WITNESS WHEREOF; the parties have executed this Agreement effective as of the Agreement date herein set forth below.

CONTRACTOR

MIAMI-DADE COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary

Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

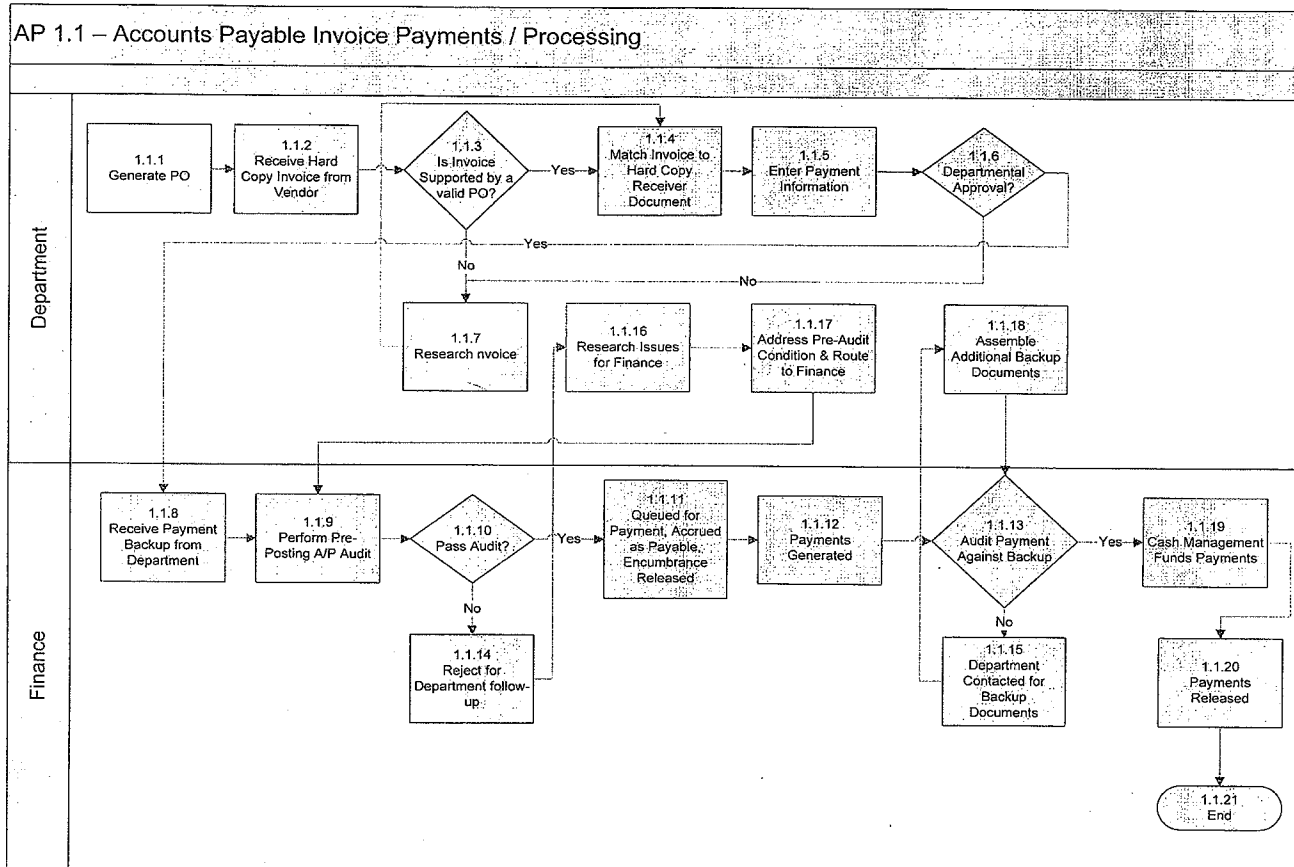
Assistant County Attorney

APPENDIX C

AP PROCESS FLOW

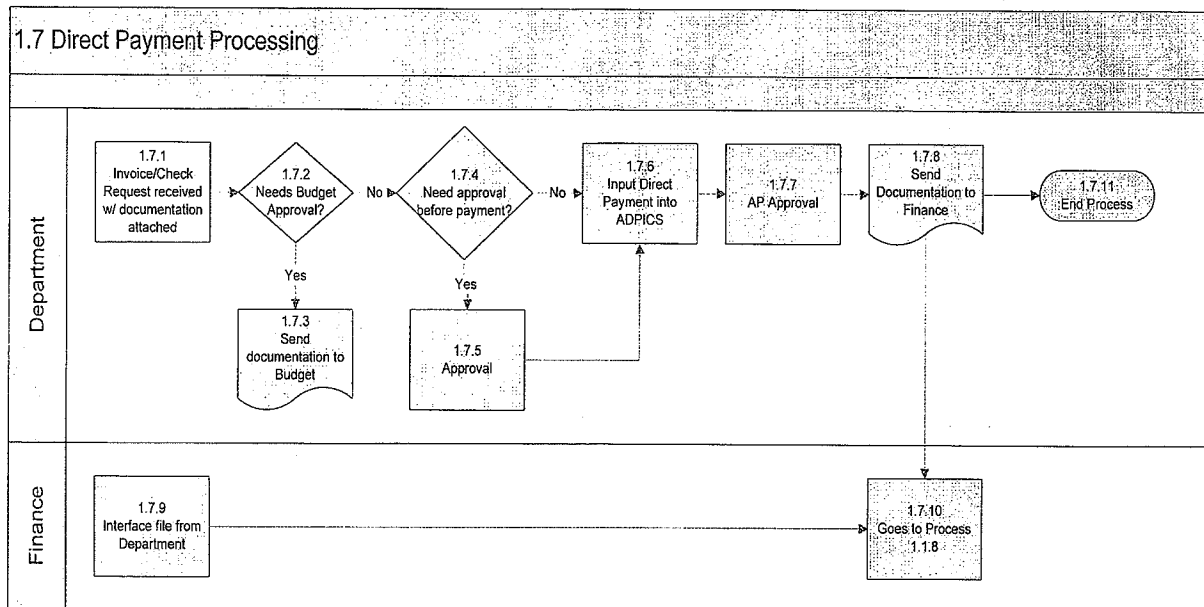
Current AP Process Flow
PO Invoice

Appendix C



Current AP Process Flow
Non-PO Invoice

Appendix C



To-Be AP Process Flow – PO Invoice

Appendix C

