

Memorandum



Date: June 2, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(B)

From: George M. Burgess
County Manager

Subject: Award of Contract No. EPP-RFP 8299: Automated Vehicle Location Tracking Service

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of this contract to Radio Satellite Services, Inc. to provide an Automated Vehicle Tracking Service for various County departments.

CONTRACT NUMBER: EPP-RFP 8299

CONTRACT TITLE: Automated Vehicle Location Tracking Service

TERM: Initial three year term with five one year options-to-renew

APPROVAL TO ADVERTISE: December 6, 2007

CONTRACT AMOUNT: \$2,125,000 for the initial term

*If the County chooses to exercise the five, one year options-to-renew, the total contract value will be \$3,781,360.

PREVIOUS CONTRACT AMOUNT: Not applicable

METHOD OF AWARD: Awarded to the highest ranked responsive, responsible vendor based on the evaluation criteria established in the solicitation.

VENDOR RECOMMENDED FOR AWARD:

Vendor	Address	Principal
Radio Satellite Integrators, Inc. (Non-local)	19144 Van Ness Ave. Torrance, CA 90501	Jonathan Michels President

PERFORMANCE DATA: There are no known performance issues with this firm.

COMPLIANCE DATA: There are no known compliance issues with this firm.

VENDOR(S) NOT RECOMMENDED
FOR AWARD:

Advanced Public Safety, Inc.
500 Fairway Drive, Suite 204
Deerfield Beach, FL 33441
(Local)

E. J. Ward, Inc.
8801 Tradeway
San Antonio, TX 78217
(Non-local)

GPS Fleet Solutions
12108 N. 56th Street, Suite 3
Tampa, FL 33617
(Non-local)

Interfleet, Inc.
8 South Tyson Avenue
Floral Park, NY 11001
(Non-local)

ThomTech Design, Inc.
287 E. 6th Street
St. Paul, MN 55101
(Non-local)

CONTRACT MEASURES:

The Review Committee of May 2, 2008, recommended a Small Business Enterprise (SBE) selection factor for this contract.

LIVING WAGE:

The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM:

The contract includes the User Access Program provision. The 2% program discount will be collected on all purchases.

LOCAL PREFERENCE:

Local preference was applied in accordance with the ordinance.

PROJECT MANAGER(S):

Mario Goderich, Consumer Services Department
Teresa Fuentes-Smart, Public Works Department
Giovannie Ulloa, Miami-Dade Fire Rescue Department
Rey Perez, Department of Solid Waste Management

Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners
Page 3

**ESTIMATED CONTRACT
COMMENCEMENT DATE:**

Ten days after date adopted by the Board of
County Commissioners, unless vetoed by the
Mayor.

DELEGATED AUTHORITY:

If this item is approved, the County Mayor or
designee will have the authority to exercise, at
County Mayor's or designee's discretion,
subsequent options-to-renew and other
extensions in accordance with the terms and
conditions of the contract.

BACKGROUND

This contract will provide Miami-Dade County with a turn-key web based hosted Automated Vehicle Location Tracking Service for County vehicles. This contract will be utilized by the Consumer Services Department, Public Works Department, Department of Solid Waste Management, and Miami-Dade Fire Rescue Department.

This service will provide various County departments with the ability to locate and track designated County vehicles assigned to employees working in the field. Through the use of satellite tracking, this service will also enable the County to examine current and past locations of vehicles on specific dates and times. The service will provide the County with the ability to view map addresses, show the amount of time spent at each location or site, view, and monitor vehicle movement on a computer screen map. This information will be utilized by participating departments to improve their daily operations increasing productivity, public safety, and service levels. The service is also capable of displaying the individual recorded history and provides a back-up system for record retention.

For the initial three year term, staff negotiated a reduction of \$764,000 from the original proposed price for a final negotiated price of \$2,125,000. For the five one year options-to-renew, staff negotiated a reduction in the amount of \$963,000 from the original proposed price for a final negotiated price of \$1,656,360. Each additional year is valued at \$331,272. The total reduction from the proposed price resulting from these negotiations is \$1,727,000.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: June 2, 2009

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(B)
6-2-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH RADIO SATELLITE INTEGRATORS, INC. TO OBTAIN AUTOMATED VEHICLE LOCATION TRACKING SERVICE, IN THE AMOUNT OF \$2,125,000, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. EPP-RFP 8299

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of Radio Satellite Integrators, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Hugo Benitez



**PROFESSIONAL SERVICES, HARDWARE, HOSTED SOFTWARE LICENSE,
MAINTENANCE, AND SUPPORT AGREEMENT**

AUTOMATED VEHICLE LOCATION TRACKING SERVICE

THIS HARDWARE, HOSTED SOFTWARE LICENSE, 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 RADIO SATELLITE INTEGRATORS, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 19144 VAN NESS AVENUE, TORRANCE, CA 90501 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide an Automated Vehicle Location Tracking Service, that shall conform to the County's Request for Proposals (RFP) No. EPP-RFP 8299 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 February 19, 2008, amended by the changes as referenced in Contractor's letter to the County dated December 3, 2008, 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 Automated Vehicle Location Tracking Service for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

1.1 "Designated Equipment" shall mean the hardware products known as RSI Mobile Units Configured for GPRS includes GPS Antennas, Mount, Cabling, and GPS based odometer.

1.2 "Deliverable" shall mean the documents, tasks, activities and solution created and services provided to the County pursuant to this Agreement.

1.3 "Documentation" shall mean all manuals, user documentation, operating instructions, technical materials, and other textual or graphic materials related to the Hardware, and Software which is furnished to County by Contractor in connection with this Agreement.

1.4 "License Fee" shall mean the fee associated to granting the County use of the Software.



1.5 "Software" shall mean the licensed computer programs in machine readable object code form that are provided by Contractor. Such Software shall be combined with software application provided by the Contractor, which shall be the subject of a License, Support, and Maintenance Agreement with Contractor into the browser-based software package listed in Exhibit "A" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement. Exhibits to this Agreement may be amended from time to time by the parties in writing.

1.6 "Projects" and "Services" shall mean implementing furnishing and installing data development software in the office and; providing training, support, and maintenance services.

1.7 "Maintenance and Support Services" shall mean the support provided by Contractor as required for the County to achieve optimal performance of the total software package licensed Software.

1.8 "Managed Services" shall mean fees paid to the Contractor by the County for bandwidth usage associated with Internet streaming, data storage, and Contractor Solution maintenance, upgrades, new releases, parts, customer support services, and system monitoring.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

- 1) These terms and conditions including all attachments, 2) County's EPP-RFP 8299 including all Addendums, 3) Contractor's proposal to EPP-RFP 8299 including Contractor's letter to the County dated December 3, 2008, 4) and any associated amendments, addenda and attachments thereof.

ARTICLE 3. CONTRACT TERM

3.1 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) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract on a year-to-year basis, for a maximum total of five (5) years.

3.2 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.

3.3 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.

ARTICLE 4. GRANT OF RIGHTS

Licensing and Hosting

4.1 Licenses. Expressly subject to the terms and conditions of this Agreement, and the full payment of the Fees for each license as stated on the Exhibit B, Contractor hereby grants County the following, non-exclusive, nontransferable, and non-assignable licenses to use the products listed in Exhibit "B".

4.2 ~~AT~~ License. Contractor agrees to provide the County with licensed Hosted Software and Documentation in accordance with the provisions contained within this Agreement.



ARTICLE 5. DELIVERY AND ACCEPTANCE

5.1 Hosted Software. The Contractor shall deliver to the County access to its Hosted Software as outlined in Exhibit A – Scope of Services.

5.2 Documentation. The Contractor shall deliver copies of the associated Software Documentation to the County.

5.3 Acceptance. The Services and Software shall be deemed “Accepted” when: the County’s acceptance testing is satisfactorily completed with no critical or major defects and the County delivers a signed statement to Contractor accepting all deliverables from Contractor under this Agreement. Notwithstanding anything to the contrary in this Agreement, the County has ten business days to accept or reject the deliverables from Contractor provided under this Agreement. If the County does not submit to Contractor the signed deliverable acceptance form(s) within ten business days after delivery of the deliverable, the deliverable is deemed “Accepted” by the County.

ARTICLE 6. SUPPORT AND MAINTENANCE SERVICES

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

- a) 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.

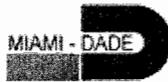
The support and maintenance services listed in this clause 6.1 only comprise the products licensed by the County under this Agreement. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

6.2 Telephone Support. For the term of this Agreement, Contractor shall provide limited telephone support for both technical and functional assistance, enhancements and upgrades to the Applications, Web module, and documentation or any other issues that County deems necessary. Telephone support shall be provided 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.

Proposer shall provide a forum for the County to communicate enhancements/upgrades to the application and a Help Desk for both technical and functional support. The Help Desk should maintain an Issues Log and be available as follows:

Service Response Plan

The following is Contractor’s standard Customer Support Plan:



Contractor will maintain all equipment for one year, parts and labor and support the Web Application for the duration of the service contract. In addition, CONTRACTOR will provide two options to help ensure smooth operation of the system:

- 1) Phone Support. During the warranty period, CONTRACTOR will provide unlimited phone support via our toll-free number [(866) 869-7700]. After hours support is available 24/7 through the 911 option on our telephone system.
- 2) Remote Access Support. This option allows Contractor staff to check in on system health, troubleshoot problems on-line with customer staff and monitor the system remotely via dial-up or TCP/IP (VPN) access.

To provide this additional service, Contractor requires that the customer provide, at minimum, a dedicated phone line at the base and each client site.

Any travel required to support on-site service is not included.

Severity	Time Reported	Target Response Time	Response Method
1	7x24	<4 Hours	Phone Call (Follow-up with Remote Access Troubleshooting as Necessary)
2	Regular Hours	<3 Hours	Phone Call (Follow-up with Remote Access Troubleshooting as Necessary)
2	After Hours	Next Business Day	Phone Call (Follow-up with Remote Access Troubleshooting as Necessary)
3	Regular Hours	<8 Hours	Phone Call (Follow-up with Remote Access Troubleshooting as Necessary)
3	After Hours	Next Business Day	Phone Call (Follow-up with Remote Access Troubleshooting as Necessary)

The County acknowledges and understands that the Service Provider's ability to respond within these times is dependent on the County's fulfillment of its obligation to provide remote access. Response time targets are measured from receipt of first notification by telephone to our Main Office Number [(310) 787-7700] or toll-free number [(866) 869-7700]. For after hours calls follow our instructions for Emergency Service, directory 911. A page will go out to an on-call support provider.

Regular Hours are defined as Monday through Friday, 9 A.M. to 5 P.M. Pacific Time, excluding holidays. After Hours are all non-Regular Hours.

Problem Severity Definitions:

- a) Severity 1 – A Severity 1 Problem is a catastrophic failure that severely impacts the Customer's ability to conduct its core business – i.e., the County's Automatic Vehicle Locator and/or Mobile Data System are down or not functioning and no procedural workaround exists.



- b) Severity 2 - A Severity 2 Problem is a high-impact Problem that disrupts important functions of the County's operation, but the County can still remain productive and maintain necessary business-level operations.
- c) Severity 3 - A Severity 3 Problem is a Problem that is of lesser magnitude than a Severity 1 or 2 Problem.

Problem Resolution Targets:

- a) Severity 1 - When working a "Severity 1" Problem, the objective is to resolve the Problem entirely or to downgrade the Problem's Severity designation (i.e., provide County sufficient functionality so that the Problem may be reclassified as Severity 2 or 3 within 24 hours after the Problem is reported. Efforts to isolate, diagnose, and effect a work-around for, repair, or downgrade a "Severity 1" Problem shall be continuous (i.e., around-the-clock) between County, Service Provider and Contractor (as needed), provided that County performs all of its obligations hereunder, including providing remote access to its systems. Periodic phone contact and progress updates will be provided at regular intervals during problem resolution. When the severity level has been changed to "Severity 2" or "Severity 3," the guidelines cited below are followed.
- b) Severity 2 - When working a "Severity 2" Problem, the objective is to have a solution and/or fix to the County within fifteen (15) business days. Efforts to isolate, diagnose, and affect a work-around or repair to a "Severity 2" Problem shall be continuous during Regular Hours. County resources may need to be available after hours and/or weekends upon mutual agreement between County and Service Provider, on a case-by-case basis.
- c) Severity 3 - When working a "Severity 3" Problem, the objective is to get the County a fix to the Problem or develop a workaround acceptable to the County within thirty (30) business days. Such a fix will typically be provided via a software patch or upgrade from Contractor.

6.3 Email Support. For the term of this Agreement, Contractor shall provide support via email or phone. The error and priority levels set forth in clause 6.2 above and the response times indicated therein are applicable.

6.4 Subject Matter of Support Services. The subject matter of support services in clauses 6.2 and 6.3 above is the help with installation or operation problems and alleged program errors, and use and operation of the Software. Installation services or other support services at the County's location are not a subject matter of this Maintenance Agreement.

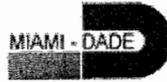
6.5 Payments. Any and all support and maintenance services under this Agreement including any optional services exercised shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Contractor as set forth in Exhibit "B".

ARTICLE 7. PRICING

Except as otherwise set forth in this Agreement, prices shall remain as stated in this Agreement for the term of the Contract, including pricing as described in Exhibit B for any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 8. FUNCTIONALLY EQUIVALENT SOFTWARE

Functionally Equivalent Software. For as long as the County remains current on Support and/or the service fees for the Contractor Hosted 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 software as set-forth in Exhibit A 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 software current on Support, which shall replace the previous version and perform the functions described in Exhibit A or any amendment thereto, and to support and maintain such new version of the software for the balance of the term of this Agreement without additional costs to the County, other than the payment of applicable Support fees.

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

ARTICLE 9. MANNER OF PERFORMANCE

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



ARTICLE 10. 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 request that the Contractor 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.

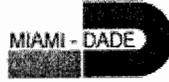
ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP

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 12. 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 judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. FEES AND PAYMENT

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

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

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

18.1 License Fee. In consideration of the license rights granted in Article 4 above, the County shall pay the applicable Software License Fees or other consideration for the Software and Documentation as set forth on Exhibit "B" attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis or as they become due. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

18.2 Professional Services. County agrees to pay to Contractor the amounts set forth in this Agreement for the implementation and related costs thereof associated with the completion of the work detailed in Exhibit "B".

18.3 Fixed Pricing. Prices shall be in accordance with Exhibit "B", including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

18.4 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 contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies 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 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 the arbitrator, 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
Public Works Department
111 N.W. 1st Street

16



Suite 1640
Miami, FL 33128-1974

Attention: Teresa Fuentes-Smart, Chief Technical Services Division
Phone: (305) 375- 2085
Fax: (305) 375- 2940
E-mail: tmf@miamidade.gov

Miami-Dade County
Consumer Services Department
111 N.W. 1st Street
Suite 1640
Miami, FL 33128-1974

Attention: Mario Goderich, Deputy Director
Phone: (305) 375- 4666
E-mail: mg3836@miamidade.gov

Miami-Dade Fire Rescue Department
9300 N.W. 41st Street
Doral, FL 33178

Attention: Giovannie Ulloa, Chief Fire Officer
Phone: (786) 331-4803
E-mail: ulloag@miamidade.gov

Miami-Dade County
Consumer Services Department
2525 N.W. 62nd Street
5th Floor
Miami, FL 33147

Attention: Rey Perez, Computer Services Manager
Phone: (305) 514-6650
E-mail: reyp@miamidade.gov

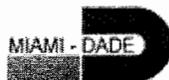
The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 19. PROPRIETARY INFORMATION

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

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

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors



and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

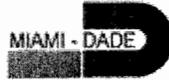
ARTICLE 20. CONFIDENTIALITY

- 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 21. WARRANTIES

21.1 Ownership. Subject to the limitation of liability in Section 21.6, the Contractor represents that it has the sole right to grant licenses to the County for the Software that is the subject of this Agreement, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

21.2 Limited Warranty. Subject to the limitation of liability in Section 21.6, 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 12 months from the date of acceptance.

21.3 Modifications. Subject to the limitation of liability in Section 21.6, Contractor represents and warrants that the Software and all Contractor supplied modifications will perform in accordance with this Agreement, all specifications, and Contractor's then current Documentation.

21.4 Limitations. Subject to the limitation of liability in Section 21.6, notwithstanding the warranty provisions set forth in Sections 21.2 and 21.3 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, power surge or the failure of any County hardware.

21.5 Contractor's Sole Remedy. Subject to the limitation of liability in Section 21.6, the Contractor's entire liability and the County's exclusive remedy shall be, at the County's option, either (a) return of the License and service fees paid to date 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.

21.6 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY EXHIBIT, 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, OR PUNITIVE, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, WHICH MAY ARISE IN CONNECTION WITH OR RELATING TO COUNTY'S USE OF THE SOFTWARE AND DOCUMENTATION.

- a) Any provision herein to the contrary notwithstanding, the maximum liability of Contractor to County and/or to any person, firm or corporation whatsoever arising out of or in the connection with this Agreement generally, including without limitation, 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 contract, warranty, tort (including without limitation negligence) 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. The parties intend for this provision to apply to the fullest extent allowed by law. This Section 16.6 shall survive termination of this Agreement and shall apply to all provisions of this Agreement, except it shall not limit Article 23.

ARTICLE 22. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay



all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. General Commercial 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. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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, according to 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 RiskManagement 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 of Insurance must indicate generally that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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

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



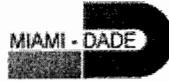
(20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

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 23. INTELLECTUAL PROPERTY INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

This Article 23 is exempt from any limitation of liability referenced within this Agreement including those listed in Article 21.6, and in the event of a conflict, this Article 23 will prevail.



ARTICLE 24. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

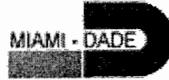
- a) ~~d)~~ The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) ~~e)~~ The County may, as a further sanction, terminate or cancel any other contract(s) 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.
- c) ~~f)~~ 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:

- d) ~~g)~~ 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 25. 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 26. 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 27. 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 28. BANKRUPTCY

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

ARTICLE 29. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

ARTICLE 30. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion,



fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 31. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.



- d) No advertisements will be allowed on public access links, for the Contractor or any other third party associated with the web based application or Service.

ARTICLE 32. 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 for each area:

Miami-Dade County
Public Works Department
111 N.W. 1st Street
Suite 1640
Miami, FL 33128-1974

Attention: Teresa Fuentes-Smart, Chief Technical Services Division
Phone: (305) 375- 2085
Fax: (305) 375- 2940
E-mail: tmf@miamidade.gov

Miami-Dade County
Consumer Services Department
111 N.W. 1st Street
Suite 1640
Miami, FL 33128-1974

Attention: Mario Goderich, Deputy Director
Phone: (305) 375- 4666
E-mail: mg3836@miamidade.gov

Miami-Dade Fire Rescue Department
9300 N.W.41st Street
Doral, FL 33178

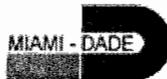
Attention: Giovannie Ulloa, Chief Fire Officer
Phone: (786) 331-4803
E-mail: ulloag@miamidade.gov

Miami-Dade County
Consumer Services Department
2525 N.W. 62nd Street
5th Floor
Miami, FL 33147

Attention: Rey Perez, Computer Services Manager
Phone: (305) 514-6650
E-mail: reyp@miamidade.gov

and to the Contract 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:

Radio Satellite Integrators, Inc.
19144 Van Ness Avenue
Torrance, CA 90501

Attention: Brett G. Lim
Phone: (310) 787-700
Fax: (310) 787-7435
E-mail: blim@radsat.com

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

ARTICLE 33. 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 except that Contractor may assign this Agreement to a buyer of all or substantially all of the assets of Contractor.

This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

ARTICLE 34. INSPECTOR GENERAL REVIEWS

34.1 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, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

34.2 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 contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the



County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

34.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award

34.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General 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 contract 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 contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 35. GOVERNING LAW

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



ARTICLE 36. COUNTY USER ACCESS PROGRAM (UAP)

36.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

36.2 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 contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 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.

36.3 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 37. OBLIGATIONS

As a requirement of this Agreement, Contractor is obligated to comply with all applicable County ordinances and state statutes. The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

The following County Vendor Application and Affirmative Action place information can be downloaded from the following websites:

- a) Active County Vendor Registration and County Affidavits – the vendor registration application and associated affidavits can be downloaded from the following website: http://www.miamidade.gov/dpm/vendor_registration.asp
- b) Affirmative Action Plan – the information pertaining to this program can be obtained online from the following website: <http://www.miamidade.gov/dbd/library/AAPGuidelines.pdf>



ARTICLE 38. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this contract 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 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 during the year.

ARTICLE 39. SERVICE AVAILABILITY

Contractor will assure 98% uptime 24/7, 365 days a year. If this metric is not met then the County is due a hosting refund equal to the monthly hosting amount following the month in which less than 98% uptime occurred.

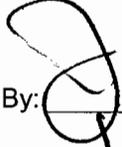
ARTICLE 40. SEVERABILITY

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.



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

CONTRACTOR

By:  _____

Name: Jonathan Michels

Title: President

Date: 1/30/09

Attest:  _____
Corporate Secretary

MIAMI-DADE COUNTY

By: _____

Name: _____

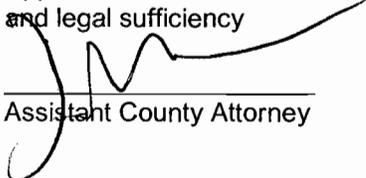
Title: _____

Date: _____

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

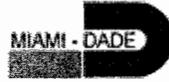
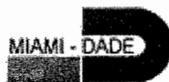


EXHIBIT A

Scope of Services

Automate Vehicle Tracking Service



SCOPE OF SERVICES

I. GENERAL TECHNICAL INFORMATION

Miami-Dade County Objectives:

Miami-Dade County seeks an Automated Vehicle Location (AVL) system to meet the unique requirements of their various vehicle fleet operations. This AVL system will provide the County with the tools for more efficient monitoring and operations along with real-time and historical data that can be used for a variety of administrative tasks or analysis.

The County desires to implement an integrated AVL system to enhance the ability to efficiently manage the monitoring various city operations; to use the AVL system to increase safety, productivity, and service to the citizens in your area of operations.

The RSI Solution:

The Contractor's system (hereinafter referred to as the RSI AVL system) will establish a wireless gateway between County's vehicle fleet and County's base dispatch using virtually any type of wireless communications. The RSI AVL system will provide real-time vehicle location and status data on customized Web based AVL mapping application using the County's existing GIS map data.

The RSI Mobile Unit will provide vehicle location and status data (such as mileage) for the system as well as serve as the wireless link between vehicle and base. The RSI Mobile Unit contains various serial and sensor inputs for virtually any external status signal, such as ignition on/off, door open/shut, lights, panic buttons, or other devices.

RSI System Equipment:

An RSI AVL system consists of in-vehicle equipment and a mapping application. The ***In-Vehicle Equipment*** is centered on the RSI Mobile Unit, a self-contained unit integrating GPS location and sensor technologies, as well as wireless communications. The RSI Mobile Unit can be connected to any devices or sensors including lights, ignition, odometers, doors open/closed, alarms, etc. In addition, any variety of in-vehicle computing devices such as laptops or Mobile Data Terminal (MDT) can be connected to the RSI Mobile Unit and mounted for a driver interface to the system in the future.

The ***Base Application*** will be a configurable Web-browser based mapping and reporting application. Users interact with the system through industry-standard GIS mapping tools as well as customized reporting applications. There will be configurable mapping views for both the County users as well as general public viewers. The In-Vehicle Equipment and Base Application are linked via two-way wireless communications (GPRS cellular), allowing for timely data transmission between the field and dispatch center.

Wireless Communications:

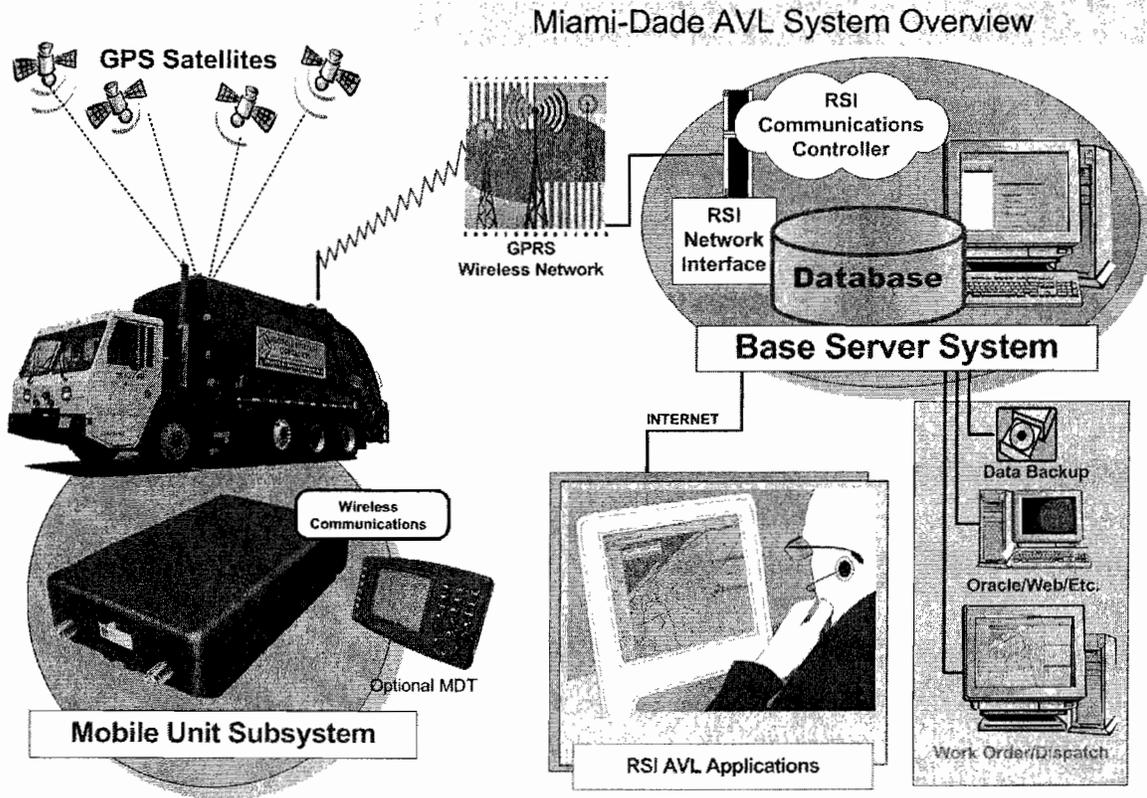
For this project Contractor will use GPRS cellular wireless communications as a primary option. If desired, other technologies or carriers can be used, as well as private radio networks.

The RSI AVL systems can use any type of two-way radio (VHF/UHF, 800MHz/900MHz, EDACS, etc.), as well as virtually every public data network (cellular) including: GPRS, GSM, CDMA, EV-DO, Nextel/iDEN, as well as satellite and many others.

Using Contractor's optional highly versatile V-Track™ mobile unit, Contractor also has the capability to field hybrid solutions, which use a combination of multiple communications mediums simultaneously. The RSI V-Track™ unit can be configured to use or migrate to virtually any wireless network (cellular or satellite) or two-way radio system now or in the future.

See the **Wireless Communications Section** in Contractor's proposal.

Technical Overview



Radio Satellite Integrator's AVL System:

An RSI AVL system consists of in-vehicle equipment and base applications and equipment.

The **In-Vehicle Equipment is centered on the RSI Mobile Unit**, a self-contained "black box" device integrating GPS location and sensor technologies, as well as wireless communications. The RSI Mobile Unit can be connected to any device or sensor including lights, ignition, doors open/closed, alarms, etc. In addition, any variety of in-vehicle computing devices such as laptops, PDA's, or MDT's can be connected to the V-Track unit and mounted for a driver interface to the system.

The RSI Mobile Unit is responsible for the reporting of vehicle location and status information in addition to acting, if desired in the future, as a transparent communications gateway between the Base and Mobile Data or other onboard devices such as alarms, etc.



The RSI Mobile Unit mobile unit integrates the most advanced AVL technology available in the market today. The mobile system is fully supported with FLASH memory capable of storing ten of thousands position and status messages for reliable operations and backup capability in the field.

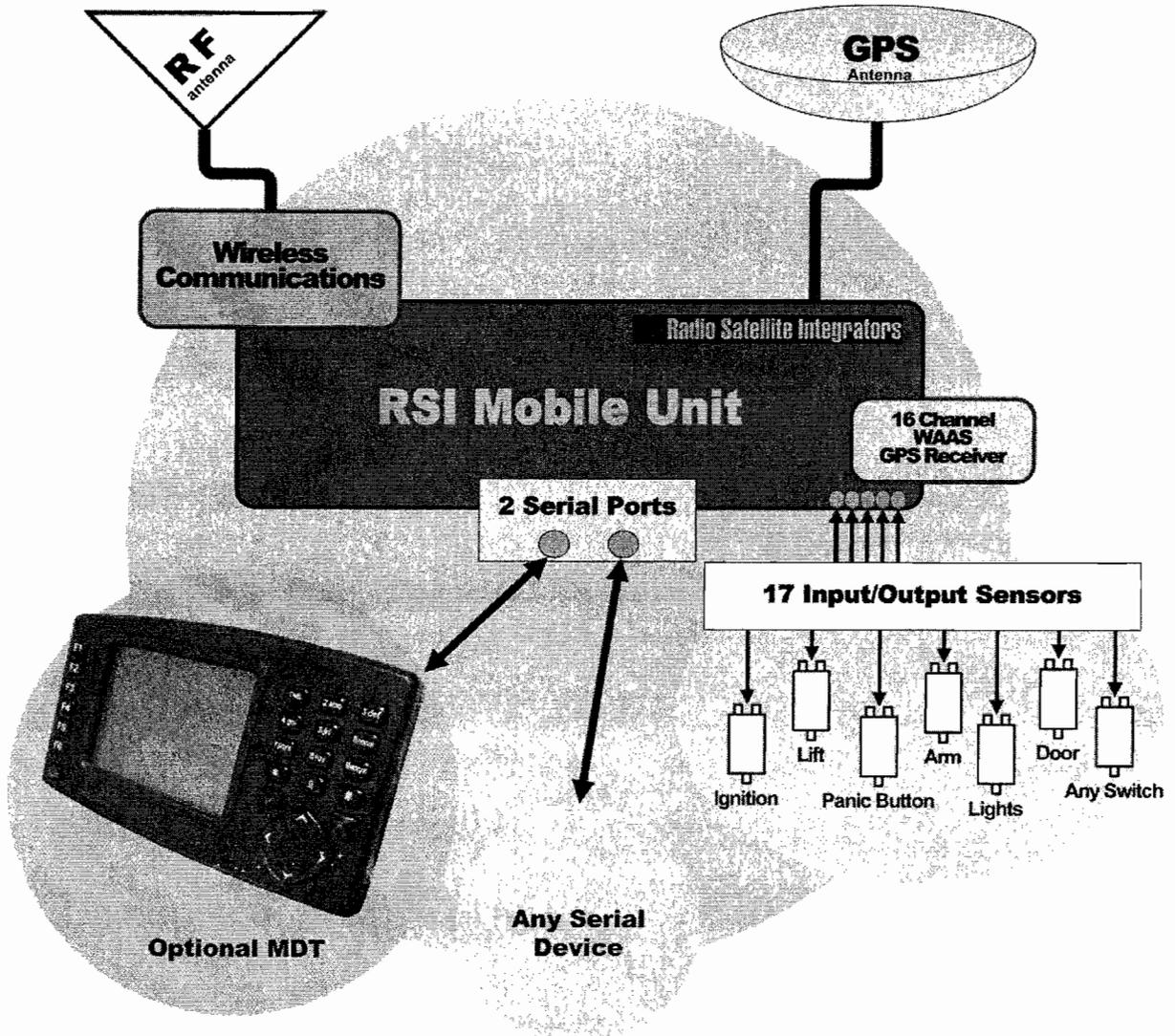
The **Base Mapping Application** will be configured as a Web browser based application. The County will interact with the system through industry-standard mapping tools as well as customized reporting applications. The RSI AVL program will use the County's existing GIS map data.

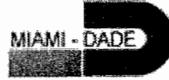
The Base Server manages all fleet communications and configuration, acts as a messaging and data transfer gateway between base-side applications and in-vehicle devices, and archives and distributes the vehicle location and status information to the mapping application over the County's network. The Base Server will be located hosted by Contractor.

Public Data Network

For Miami-Dade County, Contractor will implement the RSI AVL system using the GPRS wireless network.

RSI Mobile Unit





RSI Mobile Unit:

The RSI Mobile Subsystem consists of a RSI Mobile Unit; GPS and RF antennas and associated cabling; all required data, sensor, and power connections. Each RSI Mobile Unit contains a 16 channel GPS receiver, wireless communications, and multiple external data and sensor ports. To ensure reliability and availability of the entire system, the critical mobile units are built to exacting military standards to resist vibration, climate, and electromagnetic interference. First-quality components, extensive RF/EMI shielding, and specialty power conditioning circuits protect the GPS receiver and micro-controller in the "computer hostile" vehicular environment.

Each RSI Mobile Unit will be equipped with a state-of-the-art 16 channel, WAAS enabled, all-in-view GPS receiver. This GPS receiver delivers superior performance and field-proven reliability and provides for fast signal reacquisition, position accuracy, and the filtering of spurious and erroneous data. The GPS accuracy is 3 meters (9 feet).

Interface to Devices and Sensors:

The RSI Mobile Unit will be capable of interfacing to a wide variety of external mobile data terminals, mobile computing devices, in-vehicle peripherals, and various sensor systems in addition to the student RF ID reader. The RSI Mobile Unit serves as a mobile gateway, paying particular attention to supporting a variety of devices. The RSI Mobile Unit will be connected to the on-board vehicle power and any sensor signals as desired such as:

- Ignition on/off
- Door open/locked
- Lights on/off
- Any device/event/switch
 - RF ID Reader
 - Card Swipe Reader
 - Bar Code Reader
 - Video Cameras
 - Arms
 - Stop Sign
 - Flashing Lights
 - Panic Button
 - Etc.

The County's future optional growth plans for on-board sensors will be served by the modular, expandable RSI Mobile Unit system.

Panic Button Feature:

The RSI Mobile Unit can be equipped with an emergency panic button configuration that is a dashboard-mounted button that sends a priority signal over-the-air to the dispatch workstation.

Antennas, Cables, and Connectors:

The GPS antenna is typically an active low-profile micro-strip, or "patch," type with dimension of 2.5" radius x ½" height, and is connected to the RSI Mobile Unit with low-loss coaxial cable. The high gain antenna increases the ability for the GPS to receive weak signals under trees or



canopy, while its very small design presents little or no profile for tampering or inadvertent damage. The RSI Mobile Unit can use any type of GPS antenna that is required or specified. The RSI Mobile Unit comes with all bracketing, cabling, and connectors required for full installation.

RSI Mobile Unit Specifications



Location Messaging Unit:

The RSI Mobile Unit features cutting-edge technology in an affordable location device with the smarts to help meet customers' ever changing requirements. The 5th generation GPS-based LMU offers technology and pricing advantages that lower the cost of delivering, supporting, and growing fleet-management solutions.

Competitive Edge:

The RSI Mobile Unit's industry leading on-board alert engine, PEG™ (Programmable Event Generator), enables users to define a set of advanced exception rules in the RSI Mobile Unit. PEG continuously monitors the vehicle environment and responds instantaneously to pre-defined threshold conditions related to time, date, motion, location, geo-zone, input and other event combinations. With PEG, your unique application will meet demanding customer requirements and leave competitors grasping for answers.

Built-In Serviceability:

Maintenance and support costs for installed devices can quickly get out of hand. To minimize this risk, configuration parameters, PEG rules, and firmware can all be updated over the air. And with our web-based maintenance server you can schedule these updates for automatic delivery plus monitor unit health status across your customers' fleets.

For example, this 5th generation design meets strict U.S. Military and SAE specifications for harsh environments. It stores up to 10,000 events to ensure information is delivered. And its expandable design for Bluetooth, WiFi and extra I/O offers maximum flexibility.

Expanded Interface:

A Smart Solution for Customers' Growing Needs. The ioPOD and Bluetooth options give the RSI Mobile Unit expandable functionality to support those customers needing an array of vehicle interfaces. The ioPOD provides up to 13 more inputs/outputs and 2 serial ports for integration with on-board equipment. The Bluetooth plug-in module lets you communicate with other Bluetooth devices in the vehicle. Smart engineering saves upfront costs while allowing your solutions to expand with customers' changing needs.

Technical Specifications:

Location Technology	16 channel GPS (with WAAS)
Location Accuracy	3 meter CEP (with SA off)
Communication Modes	Supports 1x packet data and SMS



Environmental Specifications:

Operating Temperature	-30° C to 65° C
Storage Temperature	-40° C to 85° C
Humidity	95% RH @ 50° C non-condensing
Shock and Vibration	U.S. Military Standard 202G and 810F, SAE J1455
EMC/EMI	SAE J1113

Connectors:

- TNC (cellular antenna)
- SMA (GPS antenna with tamper monitoring, 3.3v)
- 8 Pin Molex (power, ignition, I/O)
- 16 Pin Molex (for optional adapter cables)

Comprehensive I/O:

- Ignition input
- Relay driver output (150 mA)
- 2 Inputs, high/low selectable
- 2 programmable I/O input, high/low selectable
- output, relay driver (150 mA)
- Vehicle voltage A/D input
- 2 built-in LEDs for cellular and GPS status
- 3-wire harness included
- Optional serial adapter (see Optional Accessories)
- Optional ioPOD™ adapter (see Optional Accessories)

Physical Specifications:

Dimensions	5.03" (L) x 3.28" (W) x 1.01" (H)
Weight	11 ounces

Electrical Specifications:

Power source	9 - 30V DC
Power consumption (active)	< 500 mA at 12V
Power consumption (sleep)	< 10 mA

Peripheral Device Support (with add-on adapters):

- User data (smart/dumb terminals, data collection, device control, barcode readers, RFID)
- NMEA GPS output (in-vehicle mapping)
- IP access via PPP or SLIP (laptops, PDAs)

Mounting:

Tie wraps or screw mount

Optional Accessories:

- All necessary antennas (GPS, cellular, combined GPS/cellular)
- Serial adapter cable
- RS-232 8-wire (PPP, SLIP, AT Commands, NMEA GPS output)
- Bluetooth plug-in module
- ioPOD™ adapter cable
- Host Serial RS-232, 8-wire (PPP, SLIP, AT Commands, NMEA GPS output)



- Aux Serial RS-232, 3-wire
- 3 inputs, high/low selectable
- 4 A/D inputs
- 4 relay driver outputs (150 mA)
- Add-on wires for standard harness

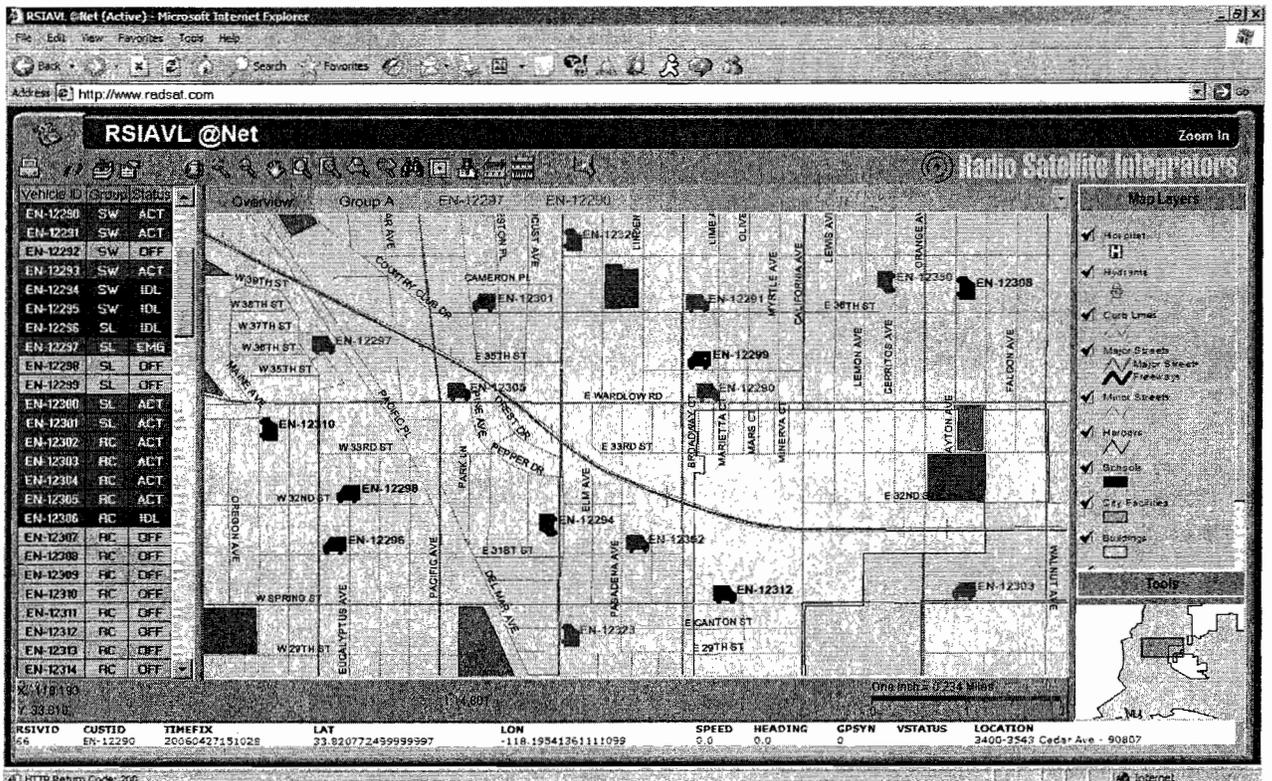
Mapping and Display Application:

Our powerful mapping and display application, RSI AVL, will provide operations personnel the capability to rapidly, geographically analyze the GPS information and make critical decisions. This application is based on an ESRI ArcServer/ArcIMS Geographic Information System (GIS), which displays data collected from the mobile units at the Base Server. They run the tools and controls that enable the operations personal to quickly adapt the information they are collecting and analyzing the views they are using to manage evolving situations.

The Mapping and Display Application provides valuable AVL Management tools:

- Real-Time Vehicle Tracking (map-based)
- Report Generation (tabular or map-based)
- Mobile Control and Configuration

The assignment of user-permission levels allows access to appropriate sub-sets of the installed functionality.

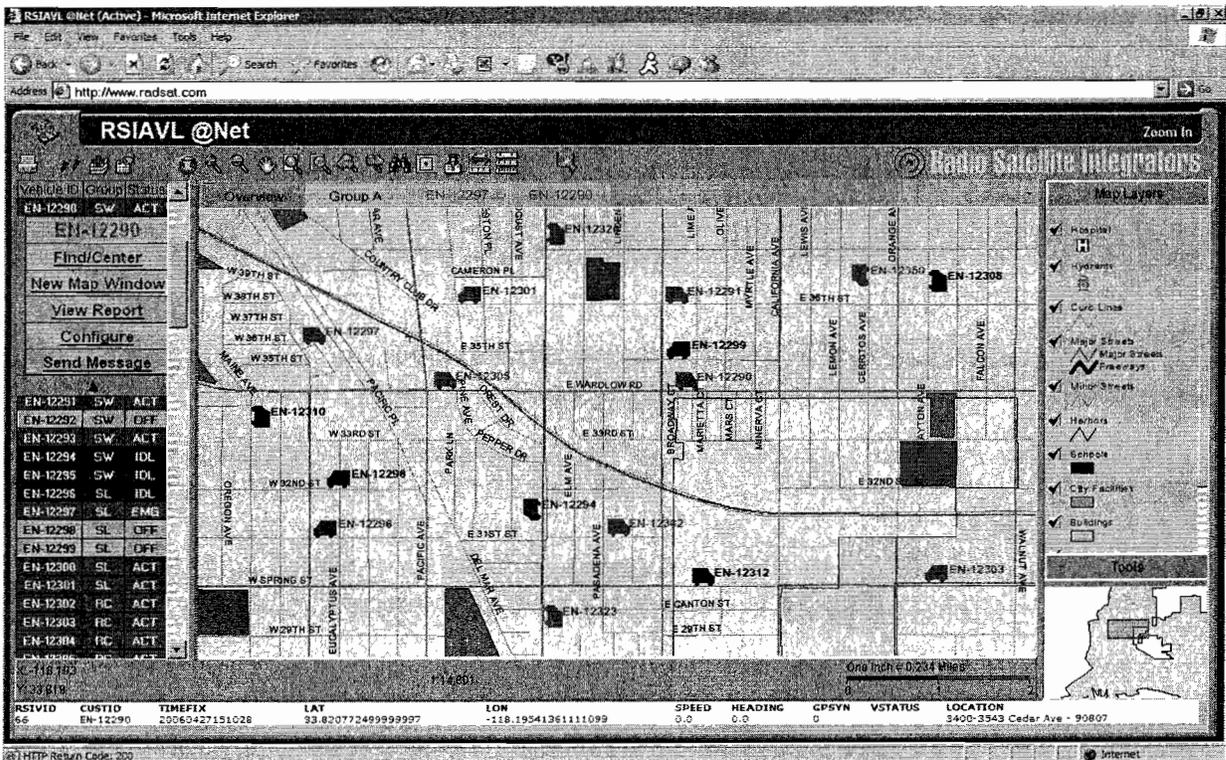


Note: County's user interface will differ depending on customized configuration and preferences.

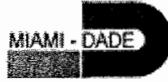
Real-Time Vehicle Tracking:

The RSI AVL Application displays the current location and status of the vehicle fleet, along with address, route, and other attribute information, over both raster and vector-based maps (as desired). The use of a powerful ESRI GIS engine along with the incorporation of vector map data allows for almost endless display and analysis possibilities. A wide variety of customizable functionality is available and is described below.

The vehicle icons may be configured to indicate (using colors, directional symbols, labels, and size) various vehicle attributes (such as ID, status, speed, heading, etc.). All of the vehicle attribute data may be instantly queried and displayed in a pop-up box using a standard identify tool. Further, alarm and event notification may be set to notify the user of a status change for a particular vehicle.



Clicking on a vehicle from the menu bar list will reveal more options for that specific vehicle. Note: Your user interface will differ depending on customized configuration and preferences.



Map Viewing Features:

The RSI AVL Application displays the vehicle data in a "map window." The map window can be set to display a particular area, route, stop, or address, or to track a specific sub-set of the entire fleet (from the entire fleet to an individual vehicle). The auto-pan feature allows a specific window to automatically update the display to track the vehicles, routes, stops, and addresses specified in the windows display criteria. A window set to display an address or stop and a designated vehicle, for example, will automatically pan and zoom (in or out) to display the both the address and vehicle.

In RSI AVL the map display window possesses a full-set of map manipulation and query functionality. Map manipulation tools and buttons are available to zoom, pan, and center the display on a particular vehicle, route, stop, or address. Additional tools are available to enable or disable labeling, to customize the map display according to user preferences, and to enter points and attributes (for incidents, etc.). Map query options include the ability to locate an address, vehicle, or stop, along with the capability to identify the closest available vehicle(s) to any entered point, address, or incident.

ESRI:

The RSI AVL Mapping application is based on mapping and GIS engines from ESRI. RSI AVL was the first system in the world to implement a real-time GPS interface into ArcView. Current RSI mapping can be based on a variety of ESRI products including ArcGIS 9.x, ArcView, ArcIMS, and others.

Using County's Map Data:

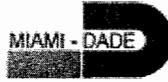
The RSI AVL system can use virtually any type of map data, but in particular the RSI software can overlay our AVL information on County's own GIS maps. RSI allows the County to utilize its existing investment of time and labor that went into your map data. The RSI AVL system relates real-time vehicle location and status data to the infrastructure, updates, landmarks, and other critical elements of your constantly changing map data. RSI has extensive experience working with ESRI data and environments in all forms (.shp files, SDE, etc.)

**Leveraging GIS Technology:**

Because Radio Satellite Integrators uses a powerful ESRI GIS as the basis for both display and analysis, operations has the capability to perform complex "spatial query" analysis that capitalizes on the geographic referencing or correlation of the GPS location and velocity data collected with the base map. RSI's use of vectorized maps allows the user to analyze space and time components in entirety. Query capabilities are virtually unlimited. For example, RSI AVL includes a unique algorithm developed by RSI, which selects and recommends a vehicle for dispatch based on real-time location.

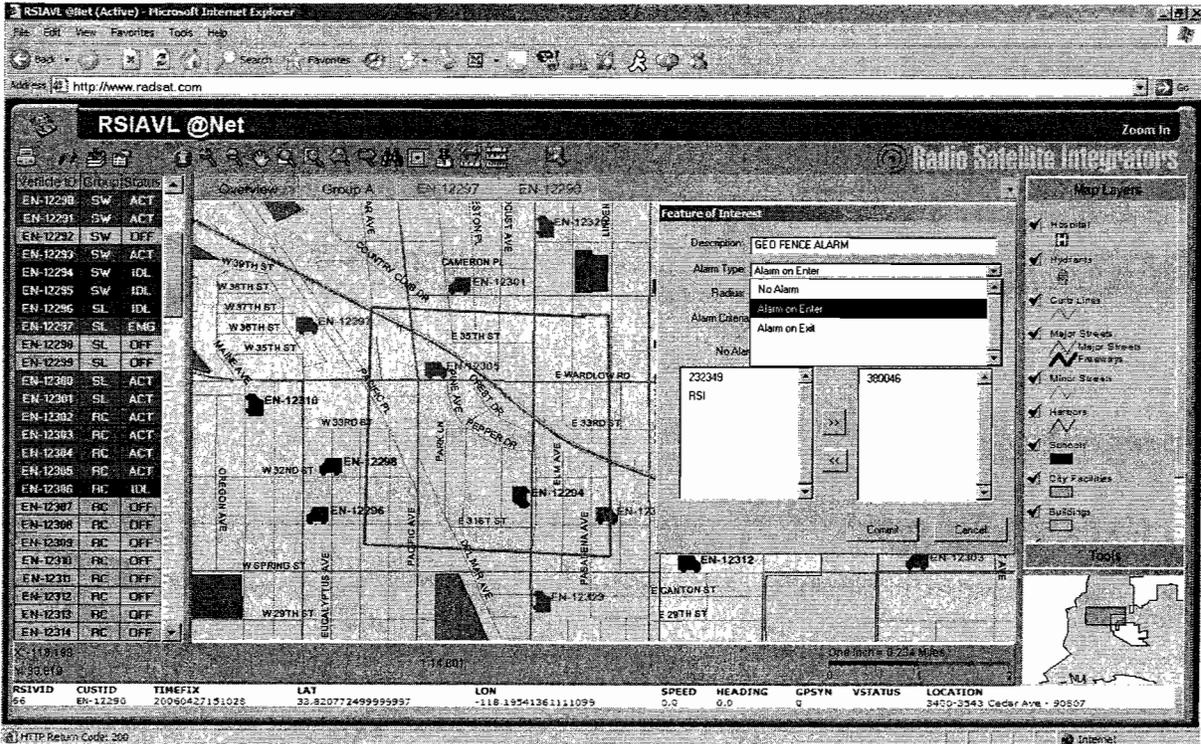
All of the real-time tracking functionality is available through the menus, buttons, and tools of the graphical user interface (which is easily customized to accommodate specific desires and requirements). Access to other installed Mapping and Display functionality (described below) is available from the graphical user interface.

44



GeoFencing:

The RSI AVL system allows the user to set geo-fences on the map display. This geofence will create an alert and/or exception report when breached and will appear as another item of status data with each vehicle position report. Geofences can be created as polygons or a configurable radius from a specific point.



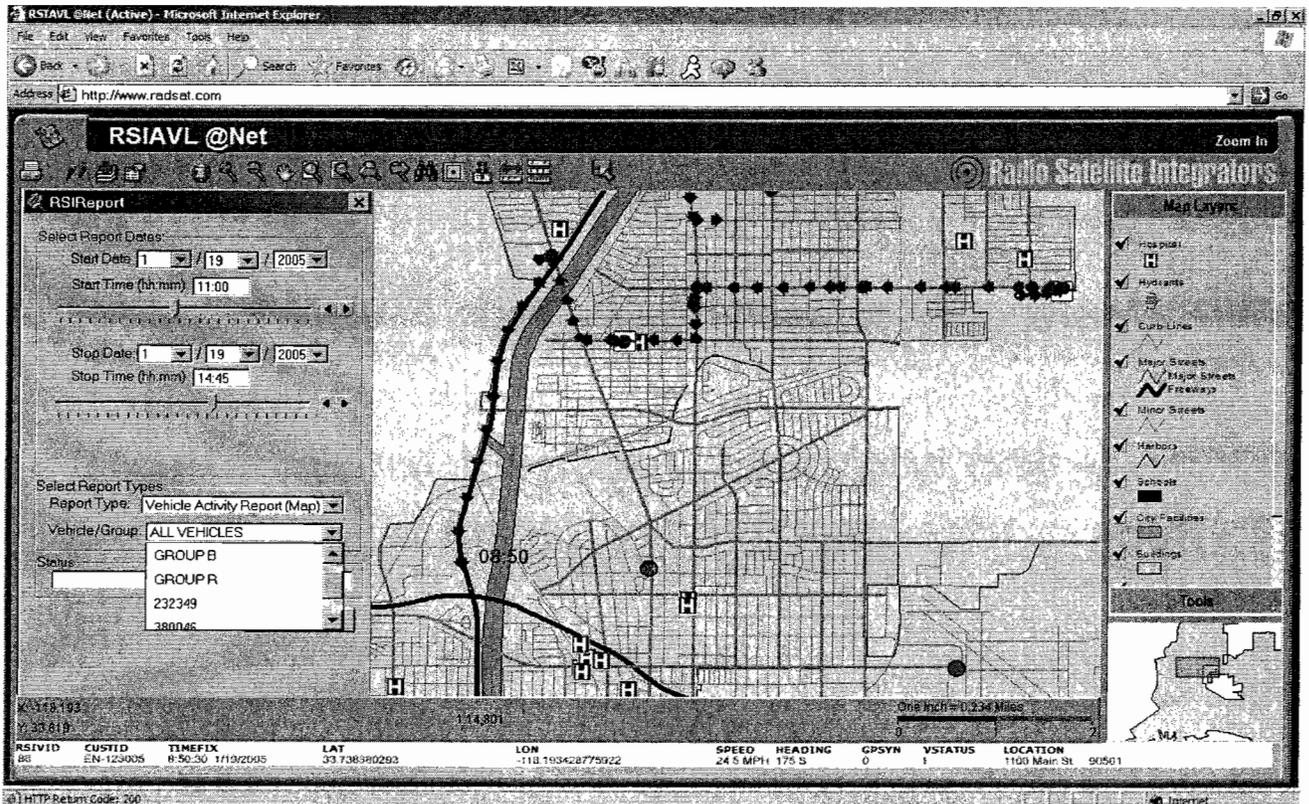
Note: The user interface will differ depending on customized configuration and preferences.

45

Reporting Functions:

The Report Generation Application is an extension to the Real-Time Vehicle Tracking Application described above, and can generate both tabular and graphical map-based reports based on archived vehicle location and status data. Reports may be produced for selected vehicles (or groups of vehicles) according to time, location, and status criteria. The **Map-based report** displays allow users to visually display or re-trace a vehicle's route and status, and include the same map manipulation and query functionality as the real-time vehicle tracking displays. **Tabular reports** display unit location and activity in a text-based spreadsheet or table. Such reports may be exported into virtually any format including .CSV and MS Excel files.

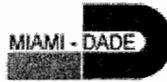
Specific types of reports will be customized to the customers' guidelines as part of initial system design review.



Note: Your user interface will differ depending on customized configuration and preferences.

Replay Feature:

The RSI AVL system allows users to watch a historical “replay” of any portion of a vehicle’s activity history at various speeds. Controls lets users play, pause, rewind, and fast forward the replay allowing you to watch the vehicles’ movement and behavior including location, device activities, alerts, status changes, events, etc.



Custom Reports:

RSI will work with the County to supply a number of customized reports with the system. During design review RSI and the County will create a list of reports desired for the system. Note: County user interface will differ depending on customized configuration and preferences.

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Activity Report
Vehicle 123005
Generated: 2/14/2008

Select Report Dates:
Start Date: 1/19/2005
Start Time (hh:mm): 11:00
Stop Date: 1/19/2005
Stop Time (hh:mm): 14:45

Select Report Types:
Report Type: Vehicle Activity Report (Map)
Vehicle/Group: ALL VEHICLES
Status: GROUP B, GROUP R, 232349, 380046

Time	Description	Location	Stopped Time	Moving Time
08:05:49	Ignition ON	221-243 Olive Ave - 90802		
08:07:03	En Route	300-318 Olive Ave - 90802		00:00:30
08:07:33	Stopped	300-318 Olive Ave - 90802	00:01:32	
08:08:05	En Route	325-339 Olive Ave - 90801		00:01:00
08:10:03	Stopped	724-799 6th St - 90802	00:02:01	
08:12:06	En Route	706-724 Olive Ave - 90813		00:00:30
08:12:36	Stopped	800-828 Lime Ave - 90813	00:01:38	
08:14:34	En Route	701-723 Coble Way - 90902		00:00:30
08:15:04	Stopped	300-723 Coble Way - 90802	00:00:58	
08:16:02	En Route	825-899 Lime Ave - 90802		00:00:30
08:16:33	Stopped	700-723 6th St - 90802	00:01:01	
08:17:33	En Route	325-300 Lime Ave - 90802		00:00:30
08:18:02	Stopped	500-524 Lime Ave - 90802	00:00:29	
08:21:41	En Route	125-199 Lime Ave - 90802		00:00:30
08:22:01	Stopped	100-123 Lime Ave - 90802	00:01:29	
08:28:20	En Route	201-225 1st St - 90802		00:00:30
08:24:09	Stopped	1-35 Lime Ave - 90802	00:01:20	
08:25:29	En Route	817-856 Medical St - 90802		00:00:30
08:25:59	Stopped	724-799 1st St - 90802	00:00:37	
08:26:36	En Route	206-208 Alhambra Ave		00:01:15
08:28:29	Stopped	1000-1099 3rd St - 90802	00:01:13	
08:29:43	En Route	900-929 4th St - 90802		00:01:14
08:30:58	Stopped	902-909 5th St - 90802	00:02:19	

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Collection Vehicle Armature Report
Vehicle 123605
Generated: 2/14/2008

Select Report Dates:
Start Date: 1/19/2005
Start Time (hh:mm): 11:00
Stop Date: 1/19/2005
Stop Time (hh:mm): 14:45

Select Report Types:
Report Type: Vehicle Activity Report (Map)
Vehicle/Group: ALL VEHICLES
Status: GROUP B, GROUP R, 232349, 380046

TIMEFIX	LOCATION	COUNT
2007-01-26 06:00:04	0-1235 GRIFFITH WAY - f	1
2007-01-26 06:00:29	905-1670 GRIFFITH WAY - f	1
2007-01-26 06:03:53	0-3992 TELMAN AVE - f	2
2007-01-26 06:04:11	0-3946 TELMAN AVE - f	1
2007-01-26 06:04:59	0-0 TELMAN AVE - f	3
2007-01-26 06:06:25	0-3745 TELMAN AVE - f	1
2007-01-26 06:07:39	1006-1036 DAKOTA AVE - f	2
2007-01-26 06:08:19	1016-1103 DAKOTA AVE - f	1
2007-01-26 06:08:42	1106-1146 DAKOTA AVE - f	3
2007-01-26 06:09:59	0-3795 WEST AVE - f	2
2007-01-26 06:10:23	0-3709 WEST AVE - f	1
2007-01-26 06:10:50	1317-1448 GARLAND AVE - f	2
2007-01-26 06:11:46	1508-1648 GARLAND AVE - f	8
2007-01-26 06:14:05	0-3753 CRYSTAL AVE - f	1
2007-01-26 06:15:50	0-3753 CRYSTAL AVE - f	1
2007-01-26 06:16:05	0-0 WARREN AVE - f	5
2007-01-26 06:17:40	0-3795 WEST AVE - f	3

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47

RSI Mobile Data Terminal Specifications



Display:

- 58 x 77 mm (FSTN LCD)
- white LED backlight, user selectable level
- 320 x 240 pixels, 4 gray levels

Keypad:

- 21 tactile keys and a 4-way cursor key, all with variable LED backlighting

Physical:

- dimensions: 163 x 95 x 27 mm
- weight: 233 g

Environmental:

- operating temperature: -25o C to +60o C
- storage temperature: -40o C to +85o C
- humidity: < 95% RH non-condensing

Enclosure:

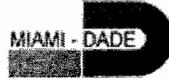
- UV stabilized, high-temperature resistant

Proposed Work Plan:

Radio Satellite Integrators will determine an appropriate implementation schedule for each specific project and customer. Here is a typical schedule to implement the system as outlined below. Some key milestones follow. (Example)

Pre-Implementation Planning and Engineering

- Contract Award
- Develop Statement of Work and ATP
- Requires Agency Assistance
- On-site Site Surveys (Access Required)
- Final Design Review



Hardware Manufacturing and Component Sourcing Initial System Field Test

- Test Units Initial Installation

Acceptance

Delivery of All Vehicle Equipment

Installation and Training - Ongoing

Installation:

For this project RSI will train County staff on the installation of mobile equipment. As part of installation training, RSI will install a limited number of the initial units. If desired, RSI shall be responsible for the installation of all equipment furnished under this contract. RSI can subcontract, train, support, and supervise a local high-end radio shop(s) to perform the installation and provide local support. RSI has arrangements like this throughout the country and will choose a well-established, authorized Motorola (or equivalent) shop to perform the work with clients. RSI will require the client's cooperation and assistance in coordinating vehicle access and availability.

All work will be executed in the manner best calculated, according to local conditions, to promote rapidity and accuracy; to secure safety to life, personnel and property; to assure safe and continuous operation of the existing dispatch, computer, and daily operations; and, to reduce to a minimum any interference with the public and with other contractors in or about the property.

Training:

RSI Training Methodology

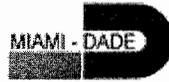
RSI will provide live training sessions on the entire AVL system sufficient to ensure complete understanding and operations proficiency by the desired County staff and administrative personnel.

The County will receive training to be provided to the entire staff exposed to the system, with an intensive "train-the-trainer" approach for selected County personnel in order to maximize long-term worker productivity. The training sessions shall be held at locations specified by the County for administrative, driver, dispatch, executive, maintenance, and all other relevant parties. All materials and manuals will be provided in both printed and electronic format.

Training Program

The RSI AVL Training Program is designed to indoctrinate all employees in the use of the RSI AVL system. All training will be specific, where appropriate, to the RSI AVL system, and will include practical user instruction, hands-on sessions using RSI AVL specific equipment and data, and vendor observation of live operations following system startup. The training sessions will be presented over the course of the project, and will enable the County personnel to assume the responsibility of the system upon Substantial Completion.

In concert with the Miami-Dade County Project Manager, RSI will develop and conduct a one-time operational overview of the entire RSI AVL operating system, which will provide Management with a practical, working knowledge of the RSI AVL system and its operational, customer, and functional capabilities.



The development of the Training and Orientation Program and the scheduling of the actual training sessions will take into consideration Miami-Dade County staff availability due to shift assignments and logistics. RSI AVL will coordinate with the Miami-Dade County Project Manager to ensure that personnel are available when the Training Programs are to be conducted. Furthermore, it is assumed that all attendees will be familiar with the basic concepts of the Windows Operating System, knowledge that is essential in order to be able to take full advantage of the courses offered. A workable understanding of Windows will be a pre-requisite for all attendees.

Instruction Manuals

User/Operating Procedure manuals, specific to the RSI AVL System, will be provided to each trainee. The User/Operating Procedure manuals will consist of the generic capabilities for each component as well as all the necessary amendments that describe Miami-Dade County's specific modifications and enhancements. Course Training Manuals, for each functional or technological area of training, will be provided to the Miami-Dade County Project Manager, along with master copies of all training and orientation documents in order to facilitate duplication of materials for future training purposes. Contractor and third party equipment manuals relating to the specific software and hardware utilized in the project will also be delivered to the Miami-Dade County's Project Manager. (Note: Any duplication of materials is for internal use on the RSI AVL Project and may NOT be distributed to outside sources without the written approval of the vendor.)

All such printed training/orientation materials will be:

- Approved by the Miami-Dade County Project Manager prior to their use or distribution
- Customized and specific to the RSI AVL Project and the products used therein and the systems operating therein.
- Complete and current as of the date of Substantial Completion of the RSI AVL Project.
- Easily understandable, detailed and focused to the inherent knowledge levels of each of the below-described staff categories based on their individual 'need to know'.
- Updated, as necessary, consistent with any maintenance and support agreements to this Project.

Training Program Overview

RSI and the other team members will work with the Miami-Dade County's team to define the required courses and a reasonable number of attendees/course duration during the implementation phase of the project.

Advance Training

During the installation and testing process there will be a need for certain Miami-Dade County personnel (drivers, dispatchers and supervisors) to become familiar with some of the fundamental aspects of the system so they can participate in the testing process (Laboratory and Pilot) and in the evaluation of the software and system's performance. For this reason, a number of courses will be provided in advance of the Regular Training program. The content of the courses will focus on familiarizing select RSI AVL staff with the basic functionality and operational features of the system, together with 'hands-on' training in the use of the hardware to the extent necessary to support the initial Testing. RSI will provide Advance Training as necessary to support initial testing and integration.

The Miami-Dade County's Project Manager will designate the specific individuals who will participate in this training when RSI indicates it is time to begin the Advance Training Course.

RSI will supply the specified manuals and documentation in both hard and soft copy.



Test and Implementation Plan:

The major purpose of the Implementation Plan is to define a process for deploying the technical elements of the RSI AVL Project, and then schedule the integration of these elements into each agency's operating system. This transition not only calls for a partial re-deployment and enhancement of the current rolling stock, but also for the smooth integration and deployment of the AVL technology that is specified in the Scope of Work. In order to make the transition as smooth as possible and overcome any functional, technical, operational, and communication difficulties as they arise, RSI will utilize a phased approach.

At the same time, in order to ensure the final delivery of a system that conforms to the Project requirements, significant emphasis will be placed on the importance of achieving the operational and technological functionality defined in this Scope of Work and other 'Contract Documents'. The Implementation and Test Plan represents the vehicle through which RSI shall examine each operating function of the RSI AVL system to:

- Verify compliance with the system specifications, level of service standards and operating performance criteria
- Obtain Miami-Dade County's acceptance.

RSI will be responsible for component specific testing. As integration of the technical components begins, the Miami-Dade County Project Manager (& necessary staff) will oversee and coordinate the implementation of the integration testing in order to ensure compliance with the overall project and performance objectives set forth herein. The anticipated dates for conducting the required testing are defined in the Project Work Plan and will be finalized during the Master Project Planning Meeting.

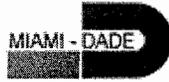
Three levels of system testing will be employed during the course of the RSI AVL Project, as follows:

Laboratory: individual module testing followed by integration testing to ensure the functionality of the components and the interoperability of the data interfaces between each component prior to deployment.

Acceptance Testing: the final test to ensure that each technical component of the system as well as the total system (technical components and operating services) conforms to system specifications, level of service standards and operating performance criteria.

As each service element comes on-line during the Test, it will remain on-line at the conclusion of the test and be operated in parallel by the Dispatch Center with the other elements that are already operational. The same will hold true for the activated functionalities of the project technologies mentioned above. Due to the linear approach of the project plan, if any of the elements fail during testing, further elements cannot be deployed until the problem has been resolved.

At the conclusion of each formal testing phase, RSI will provide Miami-Dade County with written certification of the test results and performance compliance for each of the system components. In the event of testing problems, Miami-Dade County, RSI and the appropriate agencies will meet and confer on the results of the testing performed. Subsequent decisions to proceed with the project must be approved by all parties including the RSI AVL Oversight Committee. All the



participants must attend scheduled meetings through means of conference calls or on-site visitations.

Also, final details of the Laboratory and Acceptance Tests will be confirmed with the Stakeholders before implementation of the testing in order to ensure the customer service level does not degrade below current service levels during the testing process.

Finally, in addition to the above formal testing procedures, upon RSI's issuance of the Certificate of Substantial Completion, there will be a comprehensive demonstration of the operating system to Miami-Dade County. This demonstration (Acceptance Test) is necessary in order to satisfy the parties that Substantial Completion has been achieved.

Acceptance Testing:

There are two fundamental aspects to the Acceptance Testing – functional and operational. The functionality of the RSI AVL System will have been completely tested by the Deployment Test phases of the project. To a lesser extent, the ability of the user to change the operational parameters in order to change the service provided will have also been demonstrated. As a consequence, the Acceptance Test is largely a confirmation of the functional requirements listed in this document, and a stress / full loading test of the operation as the service parameters are changed based upon real time public demand.

Because of the inherent inability to predict the need for service changes, it is only by observing the system over a period of time that we can be reasonably assured that all the possible combinations and scenarios have been considered. During the Acceptance Testing the performance of the System will also be evaluated, with regard to the ability of the system to respond in a timely and efficient manner to Miami-Dade County oversight and customer requests.

Warranty:

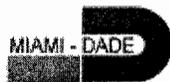
Radio Satellite Integrators products are covered by the following warranty.

Radio Satellite Integrators warrants all products against defects in materials and workmanship for a period of one year from the date of factory sale, or the term outlined in an extended warranty agreement. During the warranty period Radio Satellite Integrators provides the warranty service. Radio Satellite Integrators will, at its option, either repair or replace products which prove to be defective. The Customer shall prepay shipping charges for products returned to Radio Satellite Integrators for warranty service and RSI shall pay for return of products to Customer. However, the Customer shall pay all shipping charges, duties, and taxes for products returned to Radio Satellite Integrators from outside the United States. This warranty shall not apply to damage resulting from:

- Improper or inadequate maintenance by the Customer
- Customer-supplied interfacing
- Unauthorized modification or misuse
- Operation outside of the product environmental specifications
- Improper installation, where applicable

No other warranty is expressed or implied. Radio Satellite Integrators specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. Remedies provided herein are Customer's sole and exclusive remedies. Radio Satellite Integrators shall not be liable for any direct, indirect, special incidental, or consequential damages, whether based on contract,

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tort, or any other legal theory.



II. TECHNICAL REQUIREMENTS/FUNCTIONALITY

The following Technical Requirements/Functionality shall be the deliverables covered under this Agreement.

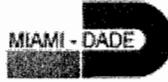
1. Service will be able to locate and track vehicles within Miami-Dade County, Broward County, Palm Beach County, and Monroe County. The RSI AVL system will consist of in-vehicle equipment and base applications and equipment. The RSI mobile unit will be placed in each vehicle and will be able to locate and track each individual vehicle throughout the county. The Mobile Unit can be connected to any device or sensor including lights, ignition, doors open/closed, alarms, etc. In addition, any variety of in-vehicle computing devices such as laptops, PDA's, or MDT's can be connected to the mobile unit and mounted for a driver interface to the system. The RSI Mobile Unit is responsible for the reporting of vehicle location and status information in addition to acting, if desired in the future, as a transparent communications gateway between the Base and Mobile Data or other onboard devices such as alarms, etc.
2. Service will provide an online web based hosted application that is to be utilized by the County.
3. Service will accurately locate and track vehicles to +/- 3 meters. The Service will operate efficiently with no outside interference (high rises, tree canopy, etc.) which may cause a false reading and impair the Service's ability to accurately track and locate the vehicles. Each RSI Mobile Unit will be equipped with a state-of-the-art 16 channel, WAAS enabled, all-in-view GPS receiver. This GPS receiver delivers superior performance and field-proven reliability and provides for fast signal reacquisition, position accuracy, and the filtering of spurious and erroneous data. The GPS accuracy is 3 meters (10 feet).
4. The RSI AVL application will provide the County with a near (not to exceed 10 minutes from actual real time) real time service with an automatic download capability. The AVL Web-Based Application's Mapping Interface will display the current location and status of the vehicle fleet, along with address, route, and other attribute information, over detailed map data. A wide variety of customizable functionality is available. Update rates are configurable.
5. Service will keep a minimum of six months of historical data at all times or as required by each department, and then transfer data history every six months to the County, after which time the data may be purged by the Contractor with the prior approval of the respective County department. Regarding the data transfer, Contractor will comply with County formats. Each County department will be responsible for downloading its own data.
6. Service will have an interface to the historical data providing a means to digitally extract the data based on vehicle, vehicle groups, location, time frames and any combination there of. Reports may be produced for selected vehicles (or groups of vehicles) according to time, location, and status criteria. The Map-based report displays allow users to visually display or re-trace a vehicle's route and status, and include the same map manipulation and query functionality as the real-time vehicle tracking displays. Tabular reports display unit location and activity in a text-based spreadsheet or table. Such reports may be exported into virtually any format including CSV and MS Excel files. RSI will digitally extract the data based on vehicle groups, location, time frames, geofences, etc.
7. Service will be easy to customize and maintained by each County department's power user or system administrator. The RSI AVL system allows users to update various fleet configuration parameters such as active status, grouping, and polling and reporting intervals. The software also allows system administrators to configure and maintain the



- system allowing the addition, deletion, and editing of vehicle records; and provides a comprehensive system set of performance and diagnostic reporting tools.
8. Service will be a turnkey solution and will include all expenses required by the solution (hardware, software, cables, licenses, technical expertise, training and other components necessary in setting up, configuring, and implementing the proposed solution. The RSI AVL system consists of mobile units for the vehicles and a Web based mapping system on the back end. The Web browser may be hosted or located at County facilities.
 9. Service will provide grouping capabilities by limiting the access to the data to the individual departments. The grouping is to provide team supervisors with different codes or passwords to access vehicle location information of drivers (inspectors, supervisors, etc.). Administrator level users will be able to set various access levels based on configurable security and administrative levels associated with each unique user ID. Various functions, data, and features can be made available or unavailable to individual users, including the general public.
 10. Service will be able to distinguish the vehicles assigned to each team supervisor's group. All vehicles can have unique IDs, group codes, identifiers, icons, colors, etc.
 11. Contractor will provide an interface to the County's Oracle database. Data transferred shall comply with the County's Oracle database standards.
 12. County team supervisors will have the ability to view vehicle location information of other groups within their respective department. Administrator level users will be able to set various access levels based on configurable security and administrative levels associated with each unique user ID. Various functions, data, and features can be made available or unavailable to individual users, including the general public.
 13. Service will have the capability of generating random screen and printed reports on vehicle location as well as groups of vehicle locations; showing the closest addresses or intersection along the street as well as the vehicle status (stopped, moving), speed, mileage, vehicle number, driver's name, x, y coordinates, and time duration stopped at locations. The Mapping Application will allow the user to view in real time or generate reports of various vehicle locations/status.
 14. All times displayed in the web based application will be specified in hours, minutes, and seconds.
 15. All recorded events will be date and time stamped.
 16. Random screen and dated printed records will be recorded every five minutes. All data is recorded and stored in the database continually.
 17. Service will provide the County with statistical reporting on tracking parameters and alerts. Reports may be produced for selected vehicles (or groups of vehicles) according to time, location, and status criteria. The Map-based report displays allow users to visually display or re-trace a vehicle's route and status, and include the same map manipulation and query functionality as the real-time vehicle tracking displays. Tabular reports display unit location and activity in a text-based spreadsheet or table. Such reports may be exported into virtually any format including .CSV and MS Excel files. Contractor will interface to the historical data that will digitally extract the data based on vehicle groups, location, time frames, geo-fences, etc. See the Technical Overview.
 18. Service should provide the County with the ability to block addresses of certain user-defined landmarks from appearing online or in printed reports.
 19. Service should include the necessary tools that allow users the functionality of retrieving, reviewing, and printing both standard and ad hoc reports. Report Generation is an

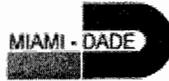
extension to the Real-Time Vehicle Tracking Application described above, and can generate both tabular and graphical map-based reports based on archived vehicle location and status data. Reports may be produced for selected vehicles (or groups of vehicles) according to time, location, and status criteria. The Map-based report displays will allow users to visually display or re-trace a vehicle's route and status, and include the same map manipulation and query functionality as the real-time vehicle tracking displays. Tabular reports will display unit location and activity in a text-based spreadsheet or table. Such reports may be exported into virtually any format including .CSV and MS Excel files. The RSI AVL system will allow the County to watch a historical "replay" of any portion of a vehicle's activity history at various speeds. Controls let you play, pause, rewind, and fast forward the replay allowing you to watch the vehicles' movement and behavior including location, device activities, alerts, status changes, events, etc.

20. The RSI AVL System will provide for browser-based user access to the vehicle tracking solution. This solution will allow County staff to view the location of all vehicles on a map.
21. The RSI AVL System will allow County users to export data from the database to external applications such as Microsoft Word/Excel/ArcGIS. The RSI AVL Mapping application is based on ESRI ArcServer web-based GIS application.
22. Contractor will use the County's address and street GIS layers as the source files for all address functions. Addresses will be stored using the County's address standards.
23. Contractor will develop a data maintenance procedure that will update street and address data in a timely manner as determined by County departments.
24. Contractor will be able to import the County's GIS (Geographical Information System) geo-coded data as a mechanism for keeping maps up to date.
25. Contractor will normalize historical data and contain the following fields: vehicle location (x, y coordinates), closest address or intersection along the street, status as to whether the vehicle is stopped or moving, the speed that the vehicle is traveling, the mileage between the current position and the last reported location, vehicle number, driver's name, and time duration at stopped locations.
26. Contractor will provide an intranet interface to the County stored historical data. The interface will enable the County to query the database on all fields and export the data captured in a digital format. The data extracted will be formatted in such a way that it can be imported into applications such as MS Word / Excel and ArcGIS. Tabular reports will display unit location and activity in a text-based spreadsheet or table. Such reports may be exported into virtually any format including .CSV and MS Excel files. Contractor will provide these tools as well as Crystal Reports based software to run various reporting features.
27. Contractor's web based application will provide public access to a map on screen on web-site: The computer screen will show a picture and vehicle number, together with a map. The map will show the inspector's vehicle location. Contractor will work with the County to add this function to the Public viewable website. Pictures will need to be provided by the County and associated with vehicle IDs.
28. Proposed web based application should provide Miami-Dade County residents with public access to the on screen map will start at 7:00 AM and will cease after the last task/work made by the driver.
29. County will be able to control the map's availability to the public; however, the Contractor controls the vehicle movement on the map by displaying addresses, when the vehicle ignition is engaged and disengaged, and displaying other information, like real time of vehicle location, map address location, date, etc. Contractor will allow for basic

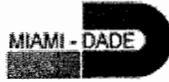


customization per department and per vehicle. Administrator level users will be able to set various access levels based on configurable security and administrative levels associated with each unique user ID. Various functions, data, and features can be made available or unavailable to individual users, including the general public. Customization access can be customized for each department.

30. Contractor's web based application will allow the County to be able to control the driver's information, driver's route, and work information when the maps are displayed to the public. Contractor will provide two different links: one for display to the public, and one for County's internal functions.
31. Contractor will provide alerts and alert reports via facsimile or electronic mail (email) to the individual departments at no additional charge, when a vehicle is not in compliance with County rules to include; moving during hours of non-operation (non-working hours), exceeding a predefined speed limit, arriving at a prohibited landmark address, and leaving the vehicle's pre-defined zone of operation. The RSI AVL system allows the user to set geo-fences as well as alert/exception statuses on the map display as well as emails. The system can be configured to create reports and notifications for any exception parameter from the data collected such as speed, off hours, geo-fence, etc. This geofence will create an alert and/or exception report when breached and will appear as another item of status data with each vehicle position report. Geofences can be created as polygons or a configurable radius from a specific point. The vehicle icons may be configured to indicate (using colors, directional symbols, labels, and size) various vehicle attributes (such as ID, status, over speed, heading, etc.). Further, alarm and event notification may be set to notify the user of a status change for a particular vehicle.
32. Contractor service hours will be independently defined per vehicle. Service hours shall be extended if operationally required by the County at no additional charge to the County.
33. Contractor will allow each County department to set up their required intervals. Contractor shall configure the system to satisfy the needs of each individual County departments based on their unique needs. Updates are configurable.
34. Contractor will provide a user interface to allow County personnel to change and administer all the parameters associated with vehicle tracking. The initial input of all parameters needed to start up the service will be provided and installed and tested by the Contractor. The Mapping Application has a configurations feature that allows privileged users to update various fleet configuration parameters such as active status, grouping, and polling and reporting intervals. The system also allows administrators to configure and maintain the system – allowing the addition, deletion, and editing of vehicle records; and provides a comprehensive system set of performance and diagnostic reporting tools.
35. Contractor will provide same day service to correct defective readings or interferences that may be experienced during work hours at no charge to the County.
36. Service will be capable of capturing at least eight elements of vehicular data as required by each department. For internal fleet management purposes, the Service should also provide mileage records on the vehicles, and the capability of mileage alert settings by the County for routine services like change of oil, and other services. The RSI Mobile Unit has various sensors and serial ports to gather data and sensor events from the vehicle such as ignition, lights, sirens, doors, panic buttons, arms, loaders, etc. The system also will provide mileage and can track items such as Check Engine lights or Oil Temp lights.
37. Contractor will include a function of remote diagnostics or fault notification where the system can notify if it has been tampered with. The device will be tamper resistant. The System can tell if a unit is not in operation using historical reporting. For instance



- notification or reporting can list vehicles devices that have not sent in data in 24 hours etc.
38. Contractor will include a function where a vehicle that is off can still check in at a determined time frame. This function is possible if the County desires to have the unit drawing battery power at all times. Otherwise, the AVL system will always store the last known position since it will report when ignition is turned off. The vehicle will almost never move/change last known position without being turned on.
 39. The preferred location for device is under the dashboard on the passenger side of the County vehicle. The tracking device antenna shall be installed in a non visible area of the vehicle. Contractor will install each of the units under the dashboard on the passenger side of the vehicle. Contractor will work with the county to determine the best location to install the units in various vehicle types. The GPS antenna is typically an active low-profile micro-strip, or "patch," type with dimension of 2.5" radius x ½" height, and is connected to the RSI Mobile Unit with low-loss coaxial cable. The high gain antenna increases the ability for the GPS to receive weak signals under trees or canopy, while its very small design presents little or no profile for tampering or inadvertent damage. Contractor can use any type of GPS antenna that is required or specified. The RSI Mobile Unit comes with all bracketing, cabling, and connectors required for full installation.
 40. Proprietary Firmware: All firmware with any equipment, device, or accessory, purchased or paid by Miami-Dade County shall be the property of Miami-Dade County. Only industry standard, fully documented firmware, software, or communications protocols should be used. Special enhancements or modifications made by the vendor that will prevent Miami-Dade County from using the purchased equipment with the County's own software systems are not acceptable.
 41. Service will have the ability for each user to be uniquely identified by a unique user ID. Contractor will help Miami Dade configure all user ID's and access levels for users. This can be modified/changed at any point thereafter.
 42. Service will allow authentication through use of passwords. Each specified user will be required to enter a password before allowed access to the system. Contractor will work with the county to determine password settings and security levels that allow tiered administrative access.
 43. Service will have the ability to enforce password expiration.
 44. Service will have the ability to require automatic password expirations when initially assigned or reset.
 45. Service will have the ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.
 46. The RSI AVL System will have the ability to encrypt transmitted data and authentication information over internal and external networks.
 47. The RSI AVL System will have the ability to synchronize passwords throughout a network. The RSI AVL System will support for SSL 128 bit and higher encryption (SSL v.3 or TLS 1.0).
 48. A password database encrypted in storage at a minimum of 128 bit encryption.
 49. Ability to protect audit logs from unauthorized access.

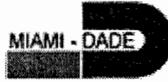


50. The RSI AVL System will have the ability to log activities performed by specific user ID or time of day, and to date stamp all activities.
51. The RSI AVL System will have the ability to identify and log all subsequent access points to ensure accountability is maintained throughout session.
52. The RSI AVL System will have the ability to limit concurrent sessions.
53. The RSI AVL System will have the ability to log changes to administrative functions.
54. The RSI AVL System will have the ability to automatically archive audit logs.
55. The RSI AVL System will have the ability to an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.
56. The RSI AVL System will have the ability to send alerts to administrators for unauthorized access attempts.
57. The RSI AVL System will have the ability to enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-logon password authentication.
58. The RSI AVL System will have the ability to lock out user or group ID by date or time.
59. The RSI AVL System will have the capability for centralized administration, user authorization, termination and registration.
60. Communication between the vehicles and the Contractor's system is transmitted wirelessly in a proprietary over the air (OTA) format and sent via the highly secure AT&T GPRS network. This data is highly secure and will be unreadable to third parties. It is not 128 bit encryption.
61. Service will provide definable "exclusion zones" to protect the residences of County employees.
62. Data transferred from the provider to the county shall be encrypted at no less than 128 bit encryption while in transit.
63. Data stored in the provider's systems shall be encrypted at no less than 128 bit encryption.
64. Contractor shall submit the results of an annual SAS 70 type II, or similar, audit performed at the provider's expense.
65. Proposed system shall be subjected to a penetration test to validate adequate security measures are in place.
66. Contractor shall provide training to County users on the proposed turnkey solution. Training should not exceed two training classes per year/per department. Contractor will provide live training sessions on the entire AVL system sufficient to ensure complete understanding and operations proficiency by the desired County staff and administrative personnel. The County will receive training to be provided to the entire staff exposed to the system, with an intensive "train-the-trainer" approach for selected personnel in order to maximize long-term worker productivity.
67. Training for administrative, driver, dispatch, executive, maintenance, and all other relevant parties shall take place at the County location(s) designated by each of the participating County departments identified within this Agreement.
68. Contractor shall provide all technical documentation pertaining to instructions, and technical assistance to the County's computer network technicians and personnel. This assistance may be required in more than one location within the County. All materials and manuals will be provided in both printed and electronic format. User/Operating



Procedure manuals, specific to the RSI AVL System, will be provided to each trainee. The User/Operating Procedure manuals will consist of the generic capabilities for each component as well as all the necessary amendments that describe the County's specific modifications and enhancements.

69. Contractor shall provide technical manuals and associated training materials to the County for all applications and maintenance operations. All materials and manuals will be provided in both printed and electronic format. Course Training Manuals, for each functional or technological area of training, will be provided to the County's Project Manager for each County department, along with master copies of all training and orientation documents in order to facilitate duplication of materials for future training purposes. Vendor equipment manuals relating to the specific software and hardware utilized in the project will also be delivered to the each County department(s) Project Manager.



III. OPTIONAL TECHNICAL REQUIREMENTS/FUNCTIONALITY

The technical features/functionality listed below, are optional items that may be purchased by the County at any time at the sole discretion of the County.

1. At the County's option, the vehicles shall be equipped with Mobile Data Terminals (MDT). The MDT will allow drivers an interface to send/receive various messages with the dispatch. See the Technical Overview. Dispatchers will be able to send free form or pre-canned messages to any vehicle or group of vehicles.
2. At the County's option, the vehicles can be equipped with Mobile Data Terminals (MDT). The MDT will allow drivers an interface to send/receive various messages with the dispatch. See the Technical Overview. Messages can change the status of the vehicle such as "on break", "emergency", "on job site" etc. or with a user defined status name that will appear online and in reports.
3. The RSI Web-Based Application provides mileage records and can update status on specified vehicles or groups of vehicles based on the parameters the County sets (such as alert every 5000 miles for oil change etc.).
4. At the County's, Contractor can provide mobile units that connect with vehicle and engine diagnostics via OBD-II or J1708 interface. This feature varies from case to case, and vehicle to vehicle. This requires further discussion by Contractor with the County department(s) (see Technical Overview).
5. At the County's option, Service will provide the ability to do real time vehicles tracking and generate real time data.
7. Data stored in device should automatically reset before the next day service begins.
8. Service will provide the means of determining the length of time a vehicle spends at a particular client site, when the vehicle is engaged and disengaged, and the route.
9. Service will allow to overly the planned route of the vehicle and compare it to the actual route driven if planned routing data is supplied by the County.
10. Service shall provide historical data to the departments in frequency and media, as well as the tool to retrieve the data. All historical data can either be generated in a report or accessed from archives in the system's history. Data can be exported in various formats or interfaced to third party systems for analysis and other use.
11. Service should prevent the data from being replicated without the prior approval of the individual County department(s).
12. Contractor shall configure the system to prevent the data from being retransmitted without the prior approval of the individual County department(s).
13. Contractor shall configure the system to provide two different links: one for display to the public, and one for the County's internal function. Various levels of functionality and information displayed/made available can all vary based on the type of user/login/ or lack thereof.
14. Service will allow the County to be able to control the driver's information, driver's route, and work information when the maps are displayed to the public.
15. Service will allow public access to map on screen on website: The computer screen will show a picture and name of designated driver, together with map. The map shall show the driver's vehicle's location. At the County's option, Contractor will work with the County to add this function to the Public viewable website. Pictures will need to be sourced from the County and associated with vehicle IDs.



16. Service will have the ability to overlay the planned route of the vehicle and compared to the actual route driven. If planned routing data is supplied by the County, Contractor can overlay this data to show planned versus actual displays of various vehicles.
17. Service will allow integration with single sign-on systems and provide the ability to share an existing or migrate to a future (SSO) user store.
18. Service will have strong authentication via digital certificates.
19. Service will allow authentication via hardware tokens or machine ID.
20. Support for, or have a plan in the product roadmap to support, authentication via biometrics and/or smart cards. The RSI AVL will support a wide variety of ID technologies using RFID, and various other card reader technologies in the mobile environment.
21. The RSI Web-Based Application supports controlled public access to information regarding vehicle location where permitted by the administrators.
22. Contractor will configure the Web-Based Application to support electronic signatures.
23. Contractor will configure the Web-Based Application to support or integrate with PKI solutions for certificate management.
24. The RSI Web-Based Application will have the ability to log changes to the product's security configurations and the administrative functions.
25. Service will have the ability for password resets to be done by the user on the Portal by answering specific questions.
26. Service will have the ability for user accounts to be created that are not part of an LDAP or Active Directory.
27. Service will have the ability to use Multiple LDAPs.
28. Service will have the ability to use Multiple LDAPs and Active Directories simultaneously.
29. Service will have the ability to use Multiple LDAPs located in different domains.
30. At the County's option, Contractor can arrange for the removal of vehicle equipment and accessories in accordance with Exhibit B Price Schedule.
31. Contractor will perform initial installation of equipment and accessories on vehicles on dates and locations determined by each department. Equipment should be easy to install by County employees. At County department(s) sole discretion, Contractor will provide installation training as specified by the County. Contractor will perform some initial installations as part of installation training.
32. Contractor will provide Installation during weekends and off hours is available at the request of the County.
33. Contractor will provide for combination of removal from one vehicle and installation on other vehicle the same day.
34. Contractor will provide next day service for replacement and removal of defective tracking unit, device and/or accessories at no charge.
35. Contractor will provide one spare unit to each County department upon the placement of the first order with the Proposer.
36. Service will include program management, engineering, database management, software modification, administration.

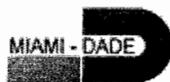
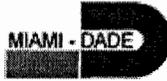


EXHIBIT B

Price Schedule

Automate Vehicle Tracking Service



FORM B-1
PRICE PROPOSAL SCHEDULE
AUTOMATED VEHICLE LOCATION TRACKING SERVICE

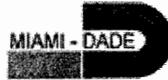
A. BREAKDOWN OF SECTION A PRICE

IN VEHICLE EQUIPMENT	Price Per Vehicle (One Time Charge)
RSI Mobile Units configured for GPRS, includes: GPS Antennas, Mount, and Cabling includes GPS based odometer.	\$495.00

MONTHLY SERVICE	MONTHLY CHARGE PER VEHICLE	ANNUAL CHARGE (A X 12) PER VEHICLE	TOTAL CHARGE FOR 3 YEARS (A X 36) PER VEHICLE
Vehicle Location Tracking Service (base service)	\$16.00	\$192.00	\$576.00
Monthly Wireless Fees – 1 minute update rate plus all stops, starts, sensor events. Faster updates are available as an option.	\$5.50	\$66.00	\$198.00
Grouping Service	included	included	included

TRAINING	TOTAL (one time charge)
Installation Training with install of 10 vehicles.	\$5,000.00

64



B. PRICE FOR OPTIONAL ITEMS PRODUCTS AND SERVICES

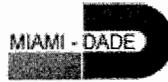
QUANTITY	DESCRIPTION	ONE-TIME COST	MONTHLY COST
1 each	On Board Messaging Service:		
	1) Mobile Data Terminal to receive and provide messages directed from supervisors to vehicle drivers.	\$645.00	\$15.00
1 each	2) Will allow for the ability to name event changes with a user-defined status name that will appear online and in reports.	Included	-0-
	Provide mileage records on the vehicles and mileage alert settings for routine services.	Included	-0-
1 each	Provide real time reporting of other vehicle and engine related data such as coolant temperature, oil pressure, engine RPM, etc. On Board Diagnostic (OBD) II interface.	\$295.00	\$18.00
1 each	Ability to track vehicles in the following Counties:		
	Broward County	Included	-0-
	Palm Beach County	Included	-0-
1 each	Monroe County	Included	-0-
	Service will provide the ability to generate real time data.	Included	-0-
1 each	Service will provide means of determining the length of time a vehicle spends at a particular client site, when the vehicle is engaged and disengaged, and the route	Included	-0-
1 each	Service to allow to overly the planned route of the vehicle and compare it to the actual route driven (route data to be provided by County).	Included	-0-

65



1 each	Data stored in device should automatically reset before the next day service begins.	Included	-0-
1 each	Service will prevent the data from being replicated without the prior approval of the individual departments.	Included	-0-
	Service will prevent the data from being retransmitted without approval of the individual departments.	Included	-0-
1 each	The Service will allow the County to control public access to the map information; however, the Service provider controls the vehicle movement on the map by displaying addresses when the vehicle ignition is engaged and disengaged, and displaying other information, like real time of vehicle location, map address location, date, etc.	Included	-0-
		Included	-0-
1 each	Proposer will provide two different links: one for display to the public, and one for the County's internal functions.	Included	-0-
1 each	The County will be able to control the driver's information, driver's route, and work information when the maps are displayed to the public.	Included	-0-
1 each	Public access to map on screen on web-site: The computer screen will show a picture and name of designated driver, together with map. The map will show the driver's vehicle's location.	Included	-0-
1 each	Service should allow to overly the planned route of the vehicle and compared to the actual route driven.	Included	-0-

66



DESCRIPTION	PRICE PER VEHICLE
Removal of equipment and accessories from vehicles	\$150.00
Perform initial installation of equipment and accessories on vehicles on dates and locations determined by each department. Equipment should be easy to install by County employees.	\$150.00
Installation during weekends and off hours.	\$150.00
For combination of removal from one vehicle and installation on other vehicle the same day.	\$300.00
Provide next day service for replacement and removal of defective tracking unit, device and/or accessories at no charge.	\$300.00

Req #	DESCRIPTION	UNIT	QTY	PRICE	OVER 100 DISCOUNT
1	Tracking unit with antenna, cable	each	1	\$495.00	
2	Complete on-board messaging device to be installed on vehicles including accessories.	each	1	\$645.00	
3	Installation	each	1	\$150.00	
4	Wireless account, web site & GPRS, per month	month	1	\$34.00	
5	Wireless provider activation fee	each	1	\$25.00	
6	Enable discrete sensor, includes sensor up/down or on/off	each	1	Included	

67



7	Training at County site, travel, etc.	TBD	1	\$1000.00	
8	Department website setup, no public access	each	1	Included	
9	Engineering hours, as needed	Hourly	1	\$150.00	

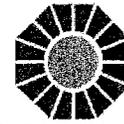
C. ADDITIONAL SERVICES

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

ADDITIONAL SERVICES	PRICE PER DAY
Project Manager	\$1,000.00
Consultant	\$1,000.00
Trainer	\$1,000.00
Software Programmer	\$1,000.00
Web Programmer	\$1,000.00
Database Analyst	\$1,000.00
Technician	\$1,000.00

Note: The word "included" as referenced within the individual line items of this Exhibit B shall mean that the item is included as part of the base proposal – see Section A. of this Exhibit B.

68



Evaluation Results

EPP-RFP NO. 8299

EVALUATION/REVIEW TEAM

The Review Team was tasked with rating and ranking the proposals received with regard to the Automated Vehicle Location Tracking Service. The Review Team scoring was conclusive after the vendor oral presentations were completed. The Review Team recommends that the County enters into negotiations with Radio Satellite Integrators, Inc (RSI).

The Review Team unanimously agrees that the selected vendor should be awarded a contract as a result of:

- RSI's product provides a better integration to County's current systems - ESRI, Oracle, and Crystal.
- RSI GIS layers are created using ESRI's latest version (same as the County).
- RSI's infrastructure allows for greater redundancy by using different technology platforms- - radio, cellular, and satellite.
- RSI's offering met most of the County's security requirements.
- Touch screen and customizable keyboard provides a more user friendly and efficient hardware.

Chairman - DPM

Joaquin Urrechaga - PW

Mario Goderich - CSD

Newton Blanc - TM

Rey Perez - SW

Giovannie Ulloa - MDFR

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DEPARTMENT OF
PROCUREMENT MANAGEMENT

DEPARTMENT OF PROCUREMENT MANAGEMENT

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Evaluation Results
MIAMI-DADE COUNTY
FLORIDA

Technical Services Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1989
Phone: (305) 375-5289
Fax: (305) 375-1083

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Ronald Perez

Rey Perez – SW

Giovannie Ulloa - MDFR



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Evaluation Results
MIAMI-DADE COUNTY
FLORIDA

DEPARTMENT OF PROCUREMENT MANAGEMENT

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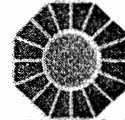
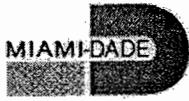
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Giovannie Uttoa - MDFR



Evaluation Results

EPP-RFP NO. 8299

EVALUATION/REVIEW TEAM

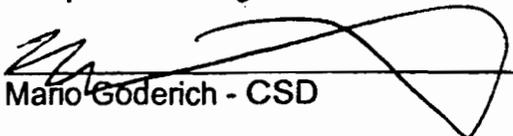
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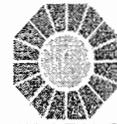
Mario Goderich - CSD

Newton Blanc – TM

Rey Perez – SW

Giovannie Ulloa - MDFR

72



Evaluation Results

EPP-RFP NO. 8299

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Mario Goderich - CSD

Newton Blanc - TM

Rey Perez - SW

Giovannie Ulloa - MDFR

08 APR 22 AM 8:56
DEPARTMENT OF PROCUREMENT MANAGEMENT
MIAMI-DADE COUNTY
FLORIDA

Date: July 28, 2008

To: George M. Burgess
County Manager

Through: Miriam Singer *M. Singer*
Director
Department of Procurement Management

From: Julian Manduley *J. Manduley*
Procurement Contracting Officer
Chairperson Review Team

Subject: Recommendation to Negotiate EPP-RFP No. 8299: Automated Vehicle Location Tracking Service

RECEIVED
JUL 29 2008

Alina T. Hudak
County Manager's Office

The Review Team has completed the task of evaluating proposals submitted in response to the above referenced Request for Proposals (RFP) following the guidelines published in the RFP solicitation as summarized below.

Review Team meeting dates: Kick-off Meeting, March 3, 2008
Evaluation Meeting, March 24, 2008
Oral Presentation and Evaluation Meeting, April 7, 2008

Verification of compliance with contract measures: The Small Business Department meeting of May 2, 2007, recommended a Small Business Enterprise (SBE) selection factor for this solicitation. The companies that responded to this solicitation are not certified SBE firms.

Verification of compliance with minimum qualification requirements: EPP-RFP No. 8299 had minimum qualification requirements which were reviewed by the Chairperson of this Review Team and the following Review Team voting members: Mario Goderich, Deputy Director – Consumer Services, Reynaldo Perez, Senior Systems Analyst - Solid Waste Management, Newton Blanc, Strategic Planning Coordinator – Team Metro, Giovannie Ulloa, Chief Fire Officer – Miami-Dade Fire Rescue, Joaquin Urrechaga, Division Chief – Public Works. All responding vendors met the minimum qualification requirement.

Technical Advisors: Karen Grassi, Senior Systems Analyst/Programmer - Enterprise Technology Department.

Summary of scores: At the March 24, 2008 meeting, the Review Team concluded that the six proposers were qualified to perform the work. All proposers were invited to participate in the oral presentations. The Review Team met on April 7, 2008, for oral presentations. Once all presentations concluded a technical discussion was held, and scoring was completed.

The final scores are as follows:

Proposer	Technical Score (450)	Price Score (50)	Total Combined Score (500)	Price/Cost Submitted
1. Radio Satellite Integrators, Inc.	407	40	447	\$ 2,353,154.00
2. ThomTech Design, Inc.	340	41	381	\$ 1,479,280.00
3. Interfleet, Inc.	316	34	350	\$ 3,028,056.00
4. Advanced Public Safety	317	33	350	\$ 1,482,512.00
5. E. J. Ward, Inc.	318	24	342	\$ 4,334,454.60
6. GPS Fleet Solutions	274	24	298	\$ 1,229,400.00

Local preference: Local Preference was considered in accordance with applicable ordinances.

Initial market research: Market research indicated a projected cost of \$481,800 over a three (3) year term for the estimated 660 vehicles.

Initial projected allocation:

<u>Department:</u>	<u>Number of Vehicles:</u>	<u>Allocation (3 years):</u>
CSD	45	\$32,850
TM	95	\$69,350
MDFR	125	\$91,250
PW	395	\$288,350
Totals:	660	\$481,800

Current projected allocation:

<u>Department:</u>	<u>Number of Vehicles:</u>	<u>Allocation:</u>	<u>Total Allocation (3 years):</u>
CSD	45	\$20,664	\$77,490
TM	63	\$40,000	\$40,000
MDFR	705	\$275,520	\$1,214,010
SWM	800	\$722,400	\$1,375,200
PW	129	\$162,000	\$222,000
Totals:	1742	\$1,220,584	\$2,928,500

Negotiations: The Review Team recommends that the County enter into negotiations with the highest ranked firm, Radio Satellite Integrators, Inc. (RSI). The following individuals will participate in the negotiations:

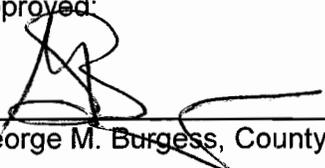
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Julian Manduley, IT Procurement Contracting Officer, DPM (Non-Voting Chairperson)
Mario Goderich, Deputy Director, Consumer Services Department
Reynaldo Perez, Senior Systems Analyst, Department of Solid Waste Management
Newton Blanc, Strategic Planning Coordinator, Team Metro Department
Giovannie Ulloa, Chief Fire Officer, Miami-Dade Fire Rescue Department
Joaquin Urrechaga, Division Chief, Public Works Department

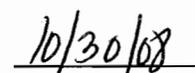
Justification for recommendation: The Review Team unanimously agrees that the selected vendor should be awarded a contract as a result of:

- RSI's product will integrate current County systems such as: ESRI, Oracle, and Crystal.
- RSI's GIS layers are created using the latest version from ESRI (same as the County); not requiring additional licensing.
- RSI's infrastructure allows for greater redundancy by using different technology platforms such as: radio, cellular, and satellite.
- RSI's ability to meet the County's security requirements.
- Touch screen and customizable keyboard provides a more user friendly and efficient hardware.

Approved:


George M. Burgess, County Manager


9/23/08


Date

Not Approved:

George M. Burgess, County Manager

Date

Attachments:

- Composite Score Sheet
- Review Team Member Scoring Sheets
- Evaluation Results Memo
- Evaluation Criteria for EPP-RFP8299

76

EPP-RFP NO 8239
Automated Vehicle Location Tracking Service
EVALUATION OF PROPOSALS

COMPOSITE SCORE SHEET

SELECTION	PROPOSERS	CRITERIA	ThomTech Design, Inc.	GPS Fleet Solutions	Interfleet, Inc.	E.J. Ward, Inc.	Radio Satellite Integrators, Inc.	Advanced Public Safety
		Proposer's ability to meet the functional and technical system specification requirements described in this Solicitation, including hardware, software, wireless service. [Max. 150 Points: 30 x 5 members]	106.00	93.00	109.00	101.00	135.00	98.00
		Proposer's experience, qualifications, and past performance in providing the types of services requested in this Solicitation. [Max. 125 Points: 25 x 5 members]	104.00	83.00	88.00	91.00	118.00	100.00
		Experience and qualifications of individuals, including individuals or subconsultants, that will be assigned to this project and experience and qualifications of subconsultants. [Max. 75 Points: 15 x 5 members]	58.00	46.00	49.00	56.00	65.00	48.00
		Proposer's management approach, training, and technical support. [Max. 100 Points: 20 x 5 members]	72.00	52.00	70.00	70.00	89.00	71.00
		Proposed Price, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, and the value of the proposed goods and services. [Max. 50 Points: 10 x 5 members]	41.00	24.00	34.00	24.00	40.00	33.00
		TOTAL POINTS (Technical + Price)	381.00 ✓	298.00 ✓	350.00 ✓	342.00 ✓	447.00 ✓	350.00 ✓
		Local Preference* (Highest ranked proposer's total points - 5% = Local Preference Range)	N/A	N/A	N/A	N/A	N/A	N/A

Signature: John R. Woodard
 Chairman: John L. Woodard
 Reviewed by: [Signature]

Ranking	Local Preference		
Is highest ranked local? Y/N		No	
Is firm within 5% local? Y/N		N/A	
Is any firm within 5% of the highest ranked? Y/N		No	

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EPP-RFP NO. 8299
 Automated Vehicle Location Tracking Service
 Evaluation of Proposals

SELECTION CRITERIA	PROPOSERS	ThomTech Design, Inc.	GPS Fleet Solutions	Interfleet, Inc.	E.J. Ward, Inc.	Radio Satellite Integrators, Inc.	Advanced Public Safety
Proposer's ability to meet the functional and technical system specification requirements described in this Solicitation, including hardware, software, wireless service. <i>(Max. Points: 30)</i>		12	18	18	12	28	12
Proposer's experience, qualifications, and past performance in providing the types of services requested in this Solicitation <i>(Max. Points: 25)</i>		18	20	10	18	25	18
Experience and qualifications of individuals, including individuals of subconsultants, that will be assigned to this project and experience and qualifications of subconsultants. <i>(Max. Points: 15)</i>		7	9	7	9	14	6
Proposer's management approach, training, and technical support. <i>(Max. Points: 20)</i>		10	8	12	8	18	8
Proposed Price, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, and the value of the proposed good and services. <i>(Max. Points: 10)</i>		8	4	5	2	7	5
Total Technical Points <i>(Total of above rows)</i>		47	55	47	47	85	44
Total Price Points <i>(Max. Points: 10)</i>		8	4	5	2	7	5
TOTAL POINTS <i>(Technical + Price)</i>		55	59	52	49	92	49

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EPP-RFP NO. 8299
Automated Vehicle Location Tracking Service
Evaluation of Proposals

SELECTION CRITERIA	PROPOSERS	ThomTech Design, Inc.	GPS Fleet Solutions	Interfleet, Inc.	E.J. Ward, Inc.	Radio Satellite Integrators, Inc.	Advanced Public Safety
Proposer's ability to meet the functional and technical system specification requirements described in this Solicitation, including hardware, software, wireless service. <i>(Max. Points: 20)</i>		23	18	20	22	28	20
Proposer's experience, qualifications, and past performance in providing the types of services requested in this Solicitation <i>(Max. Points: 25)</i>		22	15	20	22	24	19
Experience and qualifications of individuals, including individuals of subconsultants, that will be assigned to this project and experience and qualifications of subconsultants. <i>(Max. Points: 15)</i>		14	10	10	15	15	10
Proposer's management approach, training, and technical support. <i>(Max. Points: 20)</i>		15	10	12	15	18	15
Proposed Price, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, and the value of the proposed good and services. <i>(Max. Points: 10)</i>		7	5	7	3	7	6
Total Technical Points <i>(Total of above rows)</i>		74	53	62	74	85	65 14 ¹⁵
Total Price Points <i>(Max. Points: 10)</i>		7	5	7	3	7	6
TOTAL POINTS <i>(Technical + Price)</i>		81	58	69	77	92	71 0

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EPP-RFP NO. 8299
Automated Vehicle Location Tracking Service
Evaluation of Proposals

SELECTION CRITERIA	PROPOSERS	ThomTech Design, Inc.	GPS Fleet Solutions	Interfleet, Inc.	E.J. Ward, Inc.	Radio Satellite Integrators, Inc.	Advanced Public Safety
Proposer's ability to meet the functional and technical system specification requirements described in this Solicitation, including hardware, software, wireless service. <i>(Max. Points: 30)</i>		25	22	24	25	28	24
	Proposer's experience, qualifications, and past performance in providing the types of services requested in this Solicitation <i>(Max. Points: 25)</i>	23	20	23	23	24	22
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors. <i>(Max. Points: 15)</i>		13	11	12	13	14	12
Proposer's management approach, training, and technical support. <i>(Max. Points: 20)</i>		14	12	15	17	17	16
Proposed Price, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, and the value of the proposed good and services. <i>(Max. Points: 10)</i>							
Total Technical Points <i>(Total of above rows)</i>		75	65	74	78	83	74
Total Price Points <i>(Max. Points: 10)</i>		8	5	4	7	9	6
TOTAL POINTS <i>(Technical + Price)</i>		83	70	82	85	92	80

Joseph L. Perreault

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Joseph L. Perreault

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EPP-RFP NO. 8299
Automated Vehicle Location Tracking Service
Evaluation of Proposals

SELECTION CRITERIA	PROPOSERS	ThomTech Design, Inc.	GPS Fleet Solutions	Interfleet, Inc.	E.J. Ward, Inc.	Radio Satellite Integrators, Inc.	Advanced Public Safety
Proposer's ability to meet the functional and technical system specification requirements described in this Solicitation, including hardware, software, wireless service. <i>(Max. Points: 20)</i>		21	15	25	20	28	20
Proposer's experience, qualifications, and past performance in providing the types of services requested in this Solicitation <i>(Max. Points: 25)</i>		17	16	20	15	25	21
Experience and qualifications of individuals, including individuals of subconsultants, that will be assigned to this project and experience and qualifications of subconsultants. <i>(Max. Points: 15)</i>		12	10	13	12	14	12
Proposer's management approach, training, and technical support. <i>(Max. Points: 20)</i>		15	12	18	18	19	16
Proposed Price, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, and the value of the proposed good and services. <i>(Max. Points: 10)</i>		10	5	6	7	9	8
Total Technical Points <i>(Total of above rows)</i>		65	53	76	65	86	69
Total Price Points <i>(Max. Points: 10)</i>		10	5	6	7	9	8
TOTAL POINTS <i>(Technical + Price)</i>		75	58	82	72	95	77

Giovanni Ullora

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EPP-RFP NO. 8299
Automated Vehicle Location Tracking Service
Evaluation of Proposals

SELECTION CRITERIA	PROPOSERS	ThomTech Design, Inc.	GPS Fleet Solutions	Interfleet, Inc.	E.J. Ward, Inc.	Radio Satellite Integrators, Inc.	Advanced Public Safety
Proposer's ability to meet the functional and technical system specification requirements described in this Solicitation, including hardware, software, wireless service. (Max. Points: 30)		25	20	22	22	23	22
Proposer's experience, qualifications, and past performance in providing the types of services requested in this Solicitation. (Max. Points: 29)		24	12	15	13	20	20
Experience and qualifications of individuals, including individuals of subconsultants, that will be assigned to this project and experience and qualifications of subconsultants. (Max. Points: 19)		12	6	7	7	8	8
Proposer's management approach, training, and technical support. (Max. Points: 20)		18	10	13	12	17	16
Proposed Price, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, and the value of the proposed good and services. (Max. Points: 10)		8	5	8	5	8	8
Total Technical Points (Total of above rows)		79	48	57	54	68	66
Total Price Points (Max. Points: 10)		8	5	8	5	8	8
TOTAL POINTS (Technical + Price)		87	53	65	59	76	74

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